



**MEMORANDUM OF DECISION
FOR ENVIRONMENTAL RESPONSE ACTIONS**

USEPA Brownfield Revolving Loan Fund Program

DECISION MEMORANDUM
Wildlife Refuge Gateway Visitor Center Site
City of Trenton, Wayne County, Michigan

Prepared and submitted for approval by:

Soil and Materials Engineers, Inc.

May 27, 2010

Downriver Community Conference Brownfield Consortium

BY: Thomas P. Russow
Chairperson DCC Brownfield Consortium
Tom Russow

Date: 6-1-2010



1.0 PURPOSE

Soil and Materials Engineers, Inc. (SME) prepared this Decision Memorandum to document the Downriver Community Conference's (DCC's) recommendation to proceed with proposed environmental response actions at the brownfield property known as the Detroit River International Wildlife Refuge (DRIWR) Visitor Center and Parking Redevelopment Project, located in Trenton, Wayne County, Michigan (the site). The environmental response actions will improve the existing soil and concrete exposure barriers that encapsulate contaminated soil at the site. The site is owned by Wayne County and is located at 5437 West Jefferson Avenue, in the City of Trenton, Wayne County, Michigan. The project site occupies approximately 9 acres and is located on the eastern portion of the larger 44-acre Gateway site. The Gateway site will be incorporated into the over 5,000-acre Detroit River International Wildlife Refuge. The general location of the site is depicted on Figure 1. A schematic design of the DRIWR is presented in Figure 2.

The Downriver Community Conference (DCC) has affirmed the eligibility of Wayne County to receive a total of \$200,000 in subgrants from their U.S. Environmental Protection Agency (USEPA) Brownfields Revolving Loan Fund (RLF) Grant to fund eligible environmental response activities that will improve the existing soil exposure barriers encapsulating contaminated soils within the limits of the site. The USEPA has accepted the affirmative eligibility determination for the use of the RLF funds.

Information about the site's history and the threats to human health and the environment posed by existing contamination is included in the following sections. A summary of the Analysis of Brownfields Cleanup Alternatives (ABCA) of environmental response options, the results of public comment on those options, a description of the proposed environmental response actions, and anticipated costs are also included.

2.0 SITE CONDITIONS AND BACKGROUND

A. Site Location and Description

The Visitor Center site occupies approximately 9 acres and is located on the eastern portion of the larger 44-acre DRIWR Gateway site. The Gateway property is located at address 5437 West Jefferson Avenue, in the City of Trenton, Wayne County, Michigan. The legal tax identification number of the site is 54-02-699-000-2. The site is currently being redeveloped into a Visitor Center and associated parking which will become part of the over 5,000-acre DRIWR. The property will be a hub within the Detroit River International Wildlife Refuge and function as a starting point to explore the surrounds and adjacent 465-acre Humbug Marsh. The site will be a public access point to the Refuge via the proposed Visitor Center on the property.

B. Site History

The site was formerly occupied by the Trenton Chemical Facility. Chrysler operated the Trenton Chemical Facility for 44 years to manufacture automobile components such as brake pad adhesives, blended oils, paints, sealers, powered metal parts, asbestos brake pads, and phenolic



brake pistons. The site previously contained wastewater treatment ponds, various buildings that stored chemicals and waste products, a drum burial area, an oil lagoon, a sludge holding area, and a tank farm that contained above grounds storage tanks (ASTs) and underground storage tanks (USTs). In addition, fill material was placed in low-lying areas on the east portion of the site between 1940 and 1967 to expand the site's eastern shoreline and increase the usable size of the site. Soil and groundwater at the site became contaminated as a result of these historical activities.

Plant deactivation activities began in 1990 and the buildings were removed. Some former building concrete floor slabs were left in place as exposure barriers. A Remedial Action Plan and Closure Report (RAP) was completed for the site in 1997 and the Michigan Department of Natural Resources and Environment (MDNRE; f.k.a Michigan Department of Environmental Quality, "MDEQ") granted the site an industrial closure under Part 201 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended (NREPA). On-site cleanup activities included the removal or capping of inorganic (asbestos, arsenic, barium, cadmium, lead, cyanide, and thallium) and organic (benzene, chlorobenzene, methylene chloride, toluene, vinyl chloride, and xylene) contaminated soils, and removal of USTs and drums. As part of closure activities the following restrictions were placed on the property deed: 1) soils cannot be removed from the site without characterization, 2) soil and concrete caps must be maintained, and 3) groundwater may not be used as a drinking water source on site.

Wayne County purchased the property in 2002 and since that time has been vacant with the exception of construction activities related to its redevelopment into a park and wildlife refuge. The site is covered with low-lying vegetation with the exception of an asphalt concrete paved access drive and two former building concrete floor slabs. The concrete slabs will be covered with clean soil and the existing soil caps will be improved with additional clean soil as part of the planned response activities.

C. Site Environmental Conditions

Soil and groundwater at the site were contaminated as a result of releases of hazardous and petroleum substances associated with historical activities described above in Section 2(B). Multiple environmental assessments and remedial actions have been completed at the site by various consultants starting in the late 1980s with the most recent assessment in 2005. The site was granted a limited industrial closure in 1997 by the MDEQ (now known as MDNRE) based on an approved RAP. Copies of environmental reports are available at the project document repository established at the IWR Alliance offices located at 9311 Groh Rd., Grosse Ile, MI 48138. Environmental impacts at the site are summarized below and depicted on Figure 3.

- Lead concentrations were measured above Part 201 Generic Residential Direct Contact Cleanup Criteria and Screening Levels (residential direct contact cleanup criteria) in soil on the east portion of the site.
- Lead and arsenic concentrations were measured above Part 201 residential direct contact cleanup criteria in surface soils in several areas of the site, particularly in the southeast portion where fill material is present.



- Xylenes and benzo(a)pyrene concentrations were measured above Part 201 residential direct contact cleanup criteria in soil in the former tank farm area on the south-central portion of the site.
- Selenium, silver, mercury, chlorobenzene, naphthalene, 1,2,4-trimethylbenzene, xylene, fluoranthene, and phenanthrene concentrations were measured above Part 201 residential groundwater surface water interface (GSI) protection cleanup criteria in soil in several areas of the site, particularly in the southeast portion where fill material is present.
- Asbestos-containing materials are capped with one foot of clean soil in the northwestern portion the site.
- Benzene, chlorobenzene, methylene chloride, vinyl chloride, arsenic, barium, cadmium, lead, and thallium concentrations were measured in groundwater above Part 201 residential groundwater surface water interface (GSI) cleanup criteria on the southeastern portion of the site.
- Benzene concentrations were measured in groundwater above Part 201 residential drinking water and GSI cleanup criteria in the former tank farm area on the south-central portion of the site. The benzene contamination was demonstrated to be limited to the former tank farm area and did not extend beyond the site property boundaries.

The soil contamination at the site has been addressed primarily by the installation and maintenance of clean soil caps and left in-place former building concrete floor slabs. The MDEQ approved RAP indicated that no further remedial action was necessary for the groundwater contamination on the southeast portion of the site because source material had been removed and estimated constituent concentrations for groundwater venting to the Trenton Channel of the Detroit River were below the Part 201 GSI criteria.

Based on results of the environmental assessments at the site summarized above, the site meets the definition of a “facility” pursuant to Part 201 of the NREPA and “brownfield” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The redevelopment of the site into a county park and wildlife refuge will require the improvement of the soil caps and concrete floor slab exposure barriers in five areas of the site. The exposure barrier improvements will be consistent with the 1997 RAP, the restrictive covenants placed on the site, and the 2002 MDEQ approved Compliance Analysis (CA) work plan.

D. Previous Response Actions

Environmental response actions previously completed at the site are documented in the MDEQ approved 1997 RAP. Features associated with the former chemical facility are depicted on Figure 4. The previous environmental response actions are summarized below.

- The above-ground structures were demolished and the debris was removed, transported off-site, and disposed or recycled as appropriate during plant decommissioning activities in 1990.
- Residuals in the former wastewater retention ponds were removed and the ponds deactivated during plant closure activities in 1990. The empty ponds were later filled to grade with imported aggregate and clay fill in 1993.



- Nine USTs were removed from the site and one was abandoned in-place in 1988/1989. Impacted soil around the USTs was removed, transported off-site, and disposed at a licensed landfill. The remaining ASTs and associated piping were removed, transported off-site, and disposed.
- Approximately 1,675 empty drums and 81,000-tons of contaminated soil were excavated, transported off-site, and disposed/treated in 1989. The excavation was backfilled to grade and capped with clay soil in 1993.
- An approximately one-foot thick clay soil cap was installed and subsequently seeded for vegetation on the northeastern portion of the site in 1987. The cap was installed to prevent dermal contact with asbestos-containing materials buried at the site.
- Concrete slabs of former buildings were removed from the western portion of the site in 1995. These activities also included the removal of concrete pavements from the southwestern portion of the site. Concrete slabs of two former buildings located on the north-central portion of the site were repaired and left in place as an exposure barrier. These two concrete slabs remain intact at the site.
- A utility corridor was demolished and debris removed, transported off-site, and disposed in 1995. Contaminated water removed from the utility trench was treated on-site and used for on-site dust control during response activities.
- The 1997 RAP and MDEQ approved limited industrial closure. As a condition of the limited industrial closure, the following deed restrictions were placed on the property deed: 1) soils cannot be removed from the site without characterization, 2) soil and concrete caps must be maintained, and 3) groundwater may not be used as a drinking water source on-site.

E. State and Local Authorities' Roles

A \$200,000 sub-grant from the DCC's US EPA RLF Grant will be provided to Wayne County (the site owner) to help fund environmental response actions necessary to redevelop the site into a park and wildlife refuge. The site will be incorporated into the over 5,000-acre DRIWR. The DRIWR is managed by the IWR Alliance. The IWR Alliance will manage the grant and execute the environmental response actions at the site on behalf of Wayne County. Wayne County will execute a sub-grant agreement with the DCC prior to commencement of the proposed response actions. Wayne County is also a member of the IWR Alliance and will be involved in each step of the implementation of the response actions.

The IWRA Alliance, on behalf of Wayne County, will manage and implement environmental response actions funded by the \$200,000 sub-grant. The DCC will administer the RLF sub-grant to Wayne County.

The State of Michigan's role in the redevelopment of the site is directed by the MDNRE. The MDNRE/MDEQ has already played a significant role in the assessment and cleanup of the site, as demonstrated in Section D above.



Wayne County will ensure continued MDNRE involvement in RLF sub-grant funded brownfield response actions at the site. The MDNRE's primary role is to ensure that environmental response actions conducted at the site are consistent with the state voluntary cleanup program (Part 201). Environmental response actions planned for the site were documented in the October 20, 2002, Part 20107a CA work plan prepared by the Mannik & Smith Group, Inc. (Mannik & Smith) on behalf of Wayne County. The CA outlined how Wayne County will comply with "due care" obligations pursuant to Section 20107a of Part 201 of NREPA and the associated Administrative Rules R299.5901-R299.5919, effective March 11, 1999. The CA was reviewed and approved by the MDEQ, a requirement for use of RLF funds. The MDEQ also prepared a January 13, 2009, letter (Attachment A), reaffirming their approval of the CA in the context of the current site conditions and the revised Administrative Rules R299.51001-R299.51021, effective December 21, 2002. Detailed descriptions of the risk analyses and proposed cleanup criteria; proposed response actions; specific tasks and costs; and proposed environmental sampling, analyses, and QA/QC plans and protocols have, and will continue to be, made available to the MDNRE prior to initiation of the response actions.

3.0 THREATS TO HUMAN HEALTH AND THE ENVIRONMENT

The results of multiple assessments at the site indicate that historical releases of one or more chemical compounds defined as hazardous substances under the CERCLA and Part 201 have occurred at the site. These hazardous substances pose a threat to the human health, welfare and environment. Specifically, various VOCs, PAHs, and metals were measured in soil at concentrations above Part 201 generic residential, commercial, and industrial cleanup criteria.

The site was granted a limited industrial closure in 1997 based in part on existing soil and concrete exposure barriers. However, the thickness of the existing soil and concrete exposure barriers are insufficient to protect human health and the environment for the proposed use as a park and wildlife refuge. Based on the proposed recreational use and the potential for burrowing by wildlife, a due care evaluation determined that a soil cap with a thickness of approximately four to six feet would be required to be protective of human health and the environment. Therefore, the existing soil and concrete exposure barriers will be improved with approximately four to six feet of clean soil.

The DCC has determined that use of RLF sub-grant funds to improve the soil and concrete exposure barriers for contaminated soil on the site is appropriate in accordance with Section 300.415(b)(1) of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) based on the following criteria:

- An actual or potential exposure risk to the nearby human population from hazardous substances on the site exists.
- Other appropriate federal or state response mechanisms to respond to the release(s) are not available.
- The IWR Alliance will manage the grant and execute the environmental response actions at the site on behalf of Wayne County. Wayne County is also a member of the IWR Alliance and will be involved in each step of the implementation of the



response actions. Environmental response activities will be funded from a \$200,000 sub-grant from DCC's USEPA RLF Grant. Other response mechanisms are not available because the site is not a priority for state-funded response actions and is not on the CERCLA National Priorities List (NPL) for federal response action.

4.0 ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES

SME prepared an ABCA (Attachment B) to evaluate cleanup alternatives to address risks associated with the impacted soil on the site. The ABCA presented a technical and economic feasibility analysis of the following environmental response approaches. The following three environmental response approaches were evaluated:

- No response action;
- Excavation and off-site disposal of impacted soil in a licensed landfill; and
- Improvement of existing soil and concrete exposure barriers.

The DCC published a notice for accepting public comment on the ABCA in the _____ Newspaper on _____. The DCC held a public meeting to accept public comments on May 25, 2010. No public comment was received on the ABCA. Following the public comment meeting, the DCC finalized the ABCA and selected the following environmental response alternative.

Improvement of the Existing Soil and Concrete Exposure Barriers

Soil is impacted at levels that pose a dermal contact exposure risk for the proposed use. The existing soil and concrete exposure barriers are currently of insufficient thickness to be protective of human health and the environment for the proposed use. The soil exposure barriers consist of approximately 6 to 12 inches of clean imported fill. The existing concrete exposure barriers consist of approximately eight to ten-inch thick concrete slabs. The depth of impact varies by location but generally extends to an average depth of approximately five feet below the ground surface. The existing soil and concrete exposure barriers will be improved with approximately four to six feet of clean soil. This environmental response alternative will be protective of human health and the environment with proper long term maintenance. This alternative was selected because it was more cost effective and would take less time to implement than the alternatives.

5.0 PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Response Activities

The environmental assessments completed to date identified the site as a "facility" and a "brownfield." A detailed CA work plan, documenting appropriate due care obligations and methods for mitigation of human health and environmental threats, was prepared and approved by the MDEQ. The environmental response actions selected for implementation at the site



funded by the \$200,000 sub-grant to Wayne County from the DCC's USEPA RLF Grant are consistent with the due care response actions described in the CA. However, it should be noted, that not all environmental response activities described in the CA will be funded with the \$200,000 sub-grant. In particular, the sub-grant funds are insufficient to completely fund the construction of the necessary improvements to the soil and concrete exposure barriers on the site. The additional environmental response activities described in the CA and a report to document the response activities will be funded by other sources. The final documentation report will be submitted to the MDEQ after completion of response activities.

The \$200,000 sub-grant to Wayne County will fund eligible environmental response activities that will improve the existing soil exposure barriers encapsulating contaminated soils within the limits of the proposed Visitor Center site. More detailed descriptions of the eligible environmental response activities that will be funded by the \$200,000 sub-grant from the DCC's US EPA RLF Grant to Wayne County are presented below:

1. Engineering and Project Management

The construction of the soil cap exposure barrier improvements to be funded with this sub-grant will be designed, the construction will be monitored, and compaction will be tested during placement of clean soil caps.

2. Transportation of Clean Soil from the construction of the Visitor Center

Approximately 5,900 cubic yards of clean soil will be generated during construction of the Visitor Center. The construction activities will be funded from other sources. This sub-grant will fund the on-site transportation of the clean soil generated from construction activities to the soil cap areas.

3. Installation and Construction of Soil Cap Exposure Barrier Improvements

The approximately 5,900 cubic yards of clean soil generated from construction of the Visitor Center and approximately 83,600 cubic yards of imported clean soil will be used to improve existing soil or concrete exposure barriers at the site. The transportation costs for the imported soil will be funded from other sources. The improved exposure barriers will consist of an additional approximately four to six feet of clean soil. The \$200,000 sub-grant will fund the improvement of the existing exposure barriers. The proposed exposure barrier areas to be improved with funds from this sub-grant are depicted on Figure 3.

B. Applicable or Relevant and Appropriate Requirements

The site is a brownfield redevelopment project that is consistent with the operational requirements of the *Superfund Memorandum of Agreement, Addendum I: Brownfields Redevelopment* between the U.S. EPA and MDEQ. Under this agreement, the U.S. EPA recognizes response activities (at sites not listed or proposed for listing on the NPL) carried out under Part 201 of the Natural Resources and Environmental Response Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq. (Part 201).

Response actions conducted at the site are designed to be compliant with the requirements of Part 201 for environmental response actions and safe future use (Due Care) of the site as



provided at MCL 324.20107a and in Rule 1001 (R299.51001). The following applicable parts of NREPA, and the rules promulgated thereto, are ARARs for the proposed response activities:

- Part 201 (MCL 324.20101 et seq.) – Environmental Remediation
- Part 111 (MCL 324.11101 et seq.) – Hazardous Waste Management
- Part 115 (MCL 324.11101 et seq.) – Solid Waste Management
- Part 211 (MCL 324.21101 et seq.) – Underground Storage Tank Regulations
- Part 213 (MCL 324.21301 et seq.) – Leaking Underground Storage Tanks
- CERCLA (US Code Title 42)
- Resource Conservation and Recovery Act (RCRA) – Land Disposal Restrictions (40 CFR 268)
- Hazardous Materials Transportation Act – Hazardous Materials Transportation (49 CFR 172)
- OSHA General Industry Standards (29 CFR 1910)
- OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) (29 CFR 1910.120)
- OSHA Hazard Communication (29 CFR 1910.1200)

C. Project Schedule

The environmental response activities to be funded by the \$200,000 sub-grant are expected to be completed by the summer of 2010.

D. Estimated Costs

The estimated costs for implementation of the selected environmental response action are summarized below:

1. Engineering and Project Management	\$25,000
2. Transportation of Clean Soil from the Construction of the Visitor Center.....	\$5,900
3. Installation and Construction of Soil Cap Exposure Barrier Improvements	\$169,100
TOTAL ESTIMATED COST	\$200,000

7.0 DECISION TO PROCEED

The DCC, after consideration of all factors presented in this Decision Memorandum and relevant public comment, issues this Decision Memorandum which authorizes the subgrant recipient to proceed with cleanup activities consistent with the executed subgrant documents and approved cleanup plan. A signed copy of this memorandum will be included in the project file at the project document repository.



SOIL AND MATERIALS ENGINEERS, INC.

Mark J. Quimby
Project Consultant

Daniel R. Cassidy
Senior Project Geologist

Figures

Attachment A: January 13, 2009, MDEQ CA Reaffirmation Letter

Attachment B: ABCA



FIGURES

- Figure 1: Site Location Map
- Figure 2: Schematic Site Plan
- Figure 3: Exposure Barrier Location Improvement Diagram
- Figure 4: Summary of Former Chemical Facility Site Features





James S. Perry
Executive Director

15100 Northline Road • Southgate, MI 48195
Phone: (734) 362-3442 • Fax: (734) 281-6661 • T.T.Y. 1 (800) 649-3777
www.dccwf.org

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**Downriver Community Conference
BROWNFIELDS REVOLVING LOAN FUND SUB-GRANT AGREEMENT**

THIS AGREEMENT is made and entered into on this 4th day of June, 2010, by and between the COUNTY OF WAYNE with an address at 5437 WEST JEFFERSON AVENUE, Trenton, Michigan 48183 (hereinafter referred to as "Grantee"), and the DOWNRIVER COMMUNITY CONFERENCE, 15100 NORTHLINE RD, SOUTHGATE, MICHIGAN, 48195 (hereinafter referred to as "Grantor").

WHEREAS, the DOWNRIVER COMMUNITY CONFERENCE is the recipient of Brownfields Revolving Loan Funds ("RLF") and authorized to make certain grants from these funds ("Grant Funds"); and

WHEREAS, Grant Funds are to be used to undertake cleanup of brownfields sites by making low interest loans and grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the Grantee is the owner of certain real property located at 44-ACRE INTERNATIONAL WILDLIFE REFUGE GATEWAY, in TRENTON, MICHIGAN (the "Property"), which property is more particularly described in exhibit I, attached hereto; and

WHEREAS, the Grantor has agreed to grant to Grantee certain of the Grant Funds which will be used by the Grantee for a portion of the remediation of the Property (the "Remediation Work"); and

WHEREAS, the Property is not listed, or proposed for listing, on the National Priorities List of the U. S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Grantee is not a generator or transporter of any contamination located at the Property; and

WHEREAS, the Grantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Grantee, or, to the best of its knowledge, its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and



Brownfields and Land Revitalization
In partnership with the DCC Brownfield Consortium

WHEREAS, a claim has not been asserted against the Grantee for liability under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9607; and

WHEREAS, the Grantee is not a Potentially Responsible Party under Section 107 of CERCLA, 42 USC Section 9607. Wayne County received a September 25, 2002, letter from the U.S. EPA stating that no further Superfund action was contemplated at the site since contamination at the site had been addressed with the 1997 MDEQ approved Remedial Action Plan (RAP). Moreover, the U.S. EPA noted that the RAP completed the requirements outlined in a 1994 Consent Decree issued to Chrysler by the Michigan Department of Natural Resources. Furthermore, the 1994 Consent Decree included a provision by which a prospective purchaser could enter into an agreement with Chrysler and the State of Michigan and receive a covenant-not-to-sue from the State for pre-existing conditions. Prior to purchasing the site, Wayne County executed this provision and received an Administrative Order on Consent, Covenant Not to Sue and Contribution Protection from the Michigan Department of the Attorney General and Chrysler. Prior to purchase, Wayne County also conducted All Appropriate Inquiries (AAI) consistent with the standards of an ASTM 1527-00 Phase I ESA. Wayne County evaluated the history of the previous uses of the site and surrounding area. This included obtaining and reviewing the documents listed above that evaluated recognized environmental conditions (RECs) associated with the past uses of the site. This evaluation included the potential for impact from adjacent properties. Documents were reviewed for accurateness and completeness and sources were verified. Secondly, Wayne County completed a site reconnaissance to verify site conditions. The visit entailed both a visual and physical observation of the site to evaluate existing conditions and the remedial measures implemented by Chrysler to satisfy site-closure pursuant to the conditions of the 1994 consent decree between Chrysler and the MDNR. Lastly, interviews were conducted with local government officials and other individuals with knowledge of past historical uses of the site and the current site conditions. The site is currently vacant and has been vacant since formal closure of the site was initiated in 1994. Wayne County is also not liable for contamination at the site under Michigan's Part 201 of NREPA. Wayne County completed a Category "N" Baseline Environmental Assessment (BEA) and Section 7a Compliance Analysis (CA). The Category "N" BEA stated that Wayne County will not use any significant hazardous substances at the site and that fact formed the basis for delineating pre-existing contamination at the time of purchase from future contamination. The MDEQ reviewed and affirmed that the BEA was adequate for obtaining a liability exemption for the cleanup of pre-existing contamination at

the site. Wayne County has never been an owner, operator, generator or transporter at the site as those terms are defined under CERCLA.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. Grantor agrees to grant to Grantee the sum up to \$ 200,000 to be used by the Grantee for the Remediation Work (the "Project Grant Funds") subject to the terms and conditions herein.
2. Grantee shall carry out the Remediation Work in accordance with the CERCLA Section 104 (k), 42 U.S.C. Section 9604(k); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 CFR Part 31; and all other applicable provisions of federal, state or local law. This includes, but is not limited to, carrying out procurements in compliance with 40 C.F.R. Section 31.36, having a financial management system which complies with 40 C.F.R. Section 31.20, and performing audits in accordance with 40 C.F.R. Section 31.26.
3. Grantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act of 1931 (CERCLA Section 104(g)(1), 40 U.S.C. Section 276a-276a-5 and 42 U.S.C. Section 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Grant Funds. The Grantee must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the remediation construction contract.
4. The Grantee shall provide the Grantor with a copy of the applicable Environmental Assessment reports of the Property (collectively, the "Assessment"). The Grantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Grantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.
5. The Grantor shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using Project Grant Funds. The Grantor's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all

local, State, and Federal requirements and is protective of human health and the environment.

6. The Grantee shall prepare a Community Relations Plan ("CRP") with the assistance and cooperation of the Grantor. The CRP shall include the following:
 - a. Copies of interviews conducted with residents and community leaders, local officials, and public interest groups.
 - b. Copies of news releases and other information that explains the proposed project, such releases and information to be disseminated throughout the area surrounding the affected area.
 - c. Procedures for the establishment of a local information repository at or near the Property that includes public information supplied by both the Grantee and the Grantor related to the proposed Remediation Work. The Grantee shall supply the Grantor with any additional information that would assist the Grantor in documenting the Remediation Work.
7. After the Grantee has prepared the CRP, the Grantee shall draft an analysis of brownfields cleanup alternatives that will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the cleanup proposed. The Grantee shall submit copies of the draft analysis of brownfields cleanup alternatives to the Grantor for approval. The Grantee agrees to accept advice and suggestions from the Grantor and to incorporate those suggestions or requests for revisions as appropriate.
8. After the Grantor has approved the draft analysis of brownfields cleanup alternatives, the Grantee shall make the document available for review and public comment for a period of not less than thirty (30) days from the date of publication of the public notice.
9. After the public comment period, the Grantee shall incorporate all appropriate comments, in the reasonable discretion of Grantee, into a final analysis of brownfields cleanup alternatives document and prepare a written response to the public comments, if appropriate.
10. After the analysis of brownfields cleanup alternative has been finalized, the Grantee shall prepare a scope of work containing detailed design and construction plans and specifications for the Remediation Work including a budget and work schedule; a health and safety plan (OSHA 1910-120 - 126) and a quality assurance project plan which sets forth the manner and

method of collecting samples to assure the complete removal of all hazardous substances that are located at the Property and are to be removed as a part of the Remediation Work (collectively, such documents are referred to as the "Project Documents") and submit same to Grantor for approval.

11. Prior to the initiation of the Remediation Work, including any cleanup activities, the Grantee must provide to the Grantor copies of all of the state required remedial planning documents and the state's approval of those documents, if required.
12. The Grantee understands and agrees that all of the Project Grant Funds provided by Grantor to Grantee shall be used by the Grantee towards the cleanup and remediation of the Property identified in Exhibit 1. Grantee shall supply the Grantor with design and construction plan and specifications for the redevelopment of the Property and evidence of a firm commitment for a construction loan and permanent financing from an accredited lending institution.
13. The Grantee further understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Grantee's full compliance with the terms and provisions of the Project Documents and this Agreement.
14. The Project Grant Funds shall be payable to the Grantee as reimbursement for allowable expenses incurred by the Grantee based upon the progress of the Remediation Work and in accordance with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as Exhibit 2. No reimbursement shall be made to the Grantee without the written approval of the Grantor. The Grantor shall not advance nor be obligated to advance any Project Grant Funds to the Grantee prior to the receipt of properly executed lien waivers.
15. Grantee agrees to use best efforts to keep all expenditures from the Project Grant Funds within the approved Budget. Grantee shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the Grantor.
16. The Grantor may withhold up to ten (10%) percent of each payment requested as a retainage until the Grantee has completed the Remediation Work.
17. The awarding of this Grant shall be subject to:
 - a. The Grantor's receipt of a property appraisal from the Grantee.

- b. Opinion of the Grantee's Counsel that the Grantee, if a corporation, is in good standing and that all documents executed by the Grantee are valid and enforceable in accordance with their respective terms.
- c. Written authorization in the form of a resolution, if a corporation, authorizing the Grantee to accept the Project Grant Funds and authorizing Grantee's representative to execute this Grant Agreement on behalf of the Grantee.
- d. Evidence by the Grantee that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property.
- e. Evidence of insurance coverage with limits of liability as determined by the Grantor's site manager. All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement.
- f. Identification of the contractor and subcontractor selected by the Grantee for the Remediation Work.
- g. The Grantor's receipt of cleanup project cost breakdown based upon estimates and prices supplied by the Grantee.

The Grantor reserves the right to waive any or all requirements of this section.

- 18. Grantee shall commence work on the Remediation Work within 60 days from the date of execution of this Agreement and shall complete and perform all of the Remediation Work within 365 days in accordance with the approved Schedule of Work attached hereto and made a part hereof as Exhibit 3.
- 19. All Remediation Work performed pursuant to this Agreement and with Project Grant Funds shall be performed in a good and workmanlike manner.
- 20. All material changes or modification to the Remediation Work or the Project Documents shall be approved in writing by the Grantor prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Grantee. In the event that unforeseen conditions are discovered during the implementation of the Remediation Work, the Grantee reserves the right to revise the cleanup action and the Project Documents.
- 21. Grantee, at its sole cost and expense, and from sources other than Grant Funds, shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement.

22. The Grantee shall:
- a. Notify the Grantor when the Remediation Work is complete. The notice shall contain certification or documentation that the Remediation Work is complete and has been performed in accordance with the terms of this Agreement. This notice shall summarize the actions taken, the resources committed and the problems encountered in completion of the project, if any, and shall be submitted to the Grantor for review and approval before it is finalized.
 - b. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Grantee is a party and which relate to the Project Grant Funds and the Remediation Work.
23. The Grantee agrees to protect, indemnify, defend and hold harmless, the Grantor, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Grantor may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Grantee as provided herein and caused in whole or in part by any act, error, or omission of the Grantee, its agents, servants, employees or assigns.
24. The Grantee shall erect a sign on the Property stating that the Remediation Work is being financed in part by RLF Grant Funds and the Grantor and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising as well as 40 CFR Part 35, Subpart O (§35.6105(a)(2)(ii)).
25. If the Grantee sells or transfers the Property prior to completion of the Remediation Work, then, in that event, the Grantee shall immediately repay the entire amount of Project Grant Funds advanced to Grantee to the Grantor.

26. Any forbearance by the Grantee with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any of Grantee's rights or privileges granted hereunder.
27. In the event of a default of any of the terms or conditions of this Agreement, the entire amount of Project Grant Funds disbursed to Grantee shall become immediately due and payable without the necessity of demand from Grantor. The Grantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each and "Event of Default"):
- a. The Grantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Grantor.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
 - c. The Grantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from the Grantor to the Grantee, specifying said default, of, if such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the Grantor shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Grantee to the extent allowed by law.
 - d. Any proceeding involving the Grantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the Grantor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
 - e. An order, judgment or decree is entered, without the application, approval or consent of the Grantor, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Grantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to Grantee by Grantor pursuant to this Agreement shall become due and payable, without presentment, demand, protest or notice of any kind to the Grantor, all of which are hereby expressly waived by the Grantee.

28. The Grantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of three (3) years after the completion of the Remediation Work except as follows:
 - a. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
 - b. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Grantor or its representatives.
 - c. The Grantee must receive permission from the Grantor, in writing, prior to destroying any of these records or documents.
29. The Grantee agrees to permit the Grantor or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, upon reasonable notice and to copy there from any information that the Grantor desires relevant to this Agreement. The Grantor shall provide written notice to the Grantee prior to the execution of this provision. The Grantee agrees to deliver the records or have the records delivered to the Grantor. If the Grantor finds that the records delivered by the Grantee are incomplete, the Grantee agrees to pay the Grantor necessary costs to travel to the Grantee's office or other location where the books or records are located to audit or retrieve the complete records. In addition, all loan related documents are subject to 40 C.F.R. Section 31.42(e).
30. The Grantee will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the Grantee will undertake good faith efforts in compliance with 40 CFR §31.36(e) to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned

Business Enterprises (WBE). The Grantee shall submit a report of such efforts to the Grantor.

31. The Grantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Grantor. The Grantee shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Grantor.
32. This Agreement is not intended to create or vest any rights in any third party or to create any third party beneficiaries.
33. All amendments to this Agreement shall be in writing and signed by both parties hereto.
34. It is expressly understood that a failure or delay on the part of the Grantee in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or Event of Default under this Agreement; however, the Grantee shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.
35. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
36. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and so custom of practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.
37. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR: Downriver Community Conference
15100 Northline Rd
Southgate, MI 48195

TO THE GRANTEE: County of Wayne
Guardian Building
500 Griswold 11th floor
Detroit, Michigan 48226

or to such other address as a party may subsequently specify in writing to the other party.

38. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
39. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

DOCUMENT APPROVAL FORM

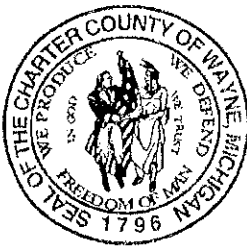
Primary Control Number <u>10-60-027</u>		Commission Approval Required <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Related Control Number		Department Code 60	
Document Code		Requesting Contact Person and Department Daisy S. Tinsley, DPS Administration	
Individual or Organization Downriver Community Conference Brownfield		Phone Number 224-5257	
Address 15100 Northline Road		City Southgate	State MI Zip 48195
Description APPROVAL OF A SUB-GRANT AGREEMENT BETWEEN WAYNE COUNTY AND THE DOWNRIVER COMMUNITY CONFERENCE BROWNFIELD CONSORTIUM			
Fund	Business Unit	Object	Subsidiary
208	44935	529000	
Subledger/Type		Amount	
		\$200,000.00	

Federal Funding Source ☒ YES ☒ NO

State Funding Source ☐ YES ☒ NO

Local Funding Source ☐ YES ☒ NO

Budget Adjustment Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Budget Adjustment Number	Matching Funds <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Match %	Match \$
Begin Date UPON EXECUTION	Ending Date Five Years Upon Approval	Fiscal Year Amount \$200,000.00		
(Check X only required signatures)		TOTAL APPROVALS REQUIRED ARE:		
<input checked="" type="checkbox"/> <u>Hassan A. Saab</u> <u>06/25/10</u> Department Authorization Date		Approved as to form: <input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> <u>[Signature]</u> <u>6/28/10</u> Budget Date		<input checked="" type="checkbox"/> <u>[Signature]</u> Corporation Counsel		
<input checked="" type="checkbox"/> <u>Terry L. Horse</u> <u>7/1/10</u> Grants and Contracts Date		<input type="checkbox"/> Personnel and Human Resources Date		
<input checked="" type="checkbox"/> <u>[Signature]</u> <u>7/2/10</u> Chief Financial Officer Date		Wayne County Management & Budget Division 2010 JUN 29 A 11:34		
CEO AUTHORIZATION <u>Jay Mashie for</u> ROBERTA FICANO, Wayne County Executive		Res: <u>2010-468</u> Date: <u>8-26-10</u>		
<u>7-2-10</u> Date Approved		WAYNE COUNTY COMMISSION		



Robert A. Ficano
County Executive

June 25, 2010

Honorable Edward Boike Jr., Chairman
Wayne County Commission
500 Griswold
Detroit, MI 48226

**RE: APPROVAL OF A SUB-GRANT AGREEMENT BETWEEN WAYNE
COUNTY AND THE DOWNRIVER COMMUNITY CONFERENCE
BROWNFIELD CONSORTIUM (REF: 10-60-027)**

Dear Chairman Boike:

The County Executive's Office, Corporation Counsel, the Chief Financial Officer and the Department of Management and Budget have reviewed and approved the attached Sub-Grant Agreement from the Department of Public Services Parks Division.

The Department of Public Services Parks Division is requesting approval of the attached Revolving Loan Sub-Grant Agreement from the Downriver Community Conference Brownfield Consortium. The Grant is for \$200,000.00, the funds from this will complement prior grants received by the County to pay for further remediation work at the Detroit River International Wildlife Refuge Gateway site in Trenton, Michigan. Revenue from this Grant will be deposited into account number 208.44935.529000.

Attached are three (3) white cornered copies of the above referenced agreement along with DAF 10-60-027. Please have them signed by the County Executive, attach a certified resolution and return **all** the signed agreements to this office for further processing.

Therefore, the Wayne County Commission is being asked to approve this Sub-Grant agreement between the County of Wayne and the Downriver Community Conference Brownfield Consortium.

Approved:

Approved for Submission
To the Commission:

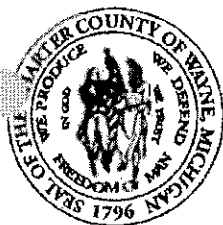
Hassan A. Saab
Hassan Saab, Deputy Director
Department of Public Services

for Robert A. Ficano
Robert A. Ficano
Wayne County Executive

DEPARTMENT OF PUBLIC SERVICES • ADMINISTRATION DIVISION

415 CLIFFORD, 8TH FLOOR • DETROIT, MI 48226 • (313) 224-7623 • FAX (313) 224-2609





WAYNE COUNTY CORPORATION COUNSEL MEMORANDUM

To: Daisy Tinsley, DPS Contract Admr/Commission Liaison
cc: Steve Alman, Div. of Parks; Lavonda Jackson, P.A.
From: Nancy M. Rade, Assistant Corporation Counsel *NK*
Subject: DCC sub-grant Agreement funding remediation work at DRIWR Gateway site.
Date: June 23, 2010

Attached is a proposed new Agreement between Wayne County and the Downriver Community Conference Brownfield Consortium (DCC) in which the DCC grants to the county certain grant funds, in the amount of \$200,000, to be used for further remediation work at the Detroit River International Wildlife Refuge Gateway site in Trenton, MI. The county accepted a similar grant last year (see Resolution 2009-288) and entered a similar contract with DCC for a like amount.

Please give me a call if I can answer any questions.

Attachment

Puja Lakhani/R5/USEPA/US
11/12/2008 04:22 PM

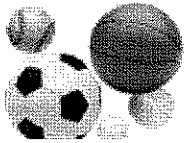
To Michael Gifford/R5/USEPA/US@EPA
cc
bcc

Subject Re: Fw: Site Eligibility for RLF Sub grant to Wayne County
for Wildlife Refuge in Trenton

History: This message has been forwarded.

Thanks, Mike. The revisions provide EPA will more information regarding the steps Wayne County took when performing AAls on the site.

Puja
Michael Gifford/R5/USEPA/US



Michael
Gifford/R5/USEPA/US
11/12/2008 08:23 AM

To

Subject Fw: Site Eligibility for RLF Sub grant to Wayne County for
Wildlife Refuge in Trenton

Puja, good morning. Attached is the revised eligibility determination for the Wayne County site. They incorporated what I believe is the info you were looking for into the more appropriate section which is No. 7 on page 4 and more specifically, the 3rd bullet. Let me know if this is adequate...they certainly provided more pre-acquisition detail. Thanks

Mike Gifford
Brownfield Project Manager
U.S. EPA Region 5
77 W. Jackson Blvd. SE-4J
Chicago, IL 60604
phone: 312-886-7257
fax: 312-886-6741

----- Forwarded by Michael Gifford/R5/USEPA/US on 11/12/2008 08:16 AM -----



PE55161B - 11-10-2008 - DRIWR Site Eligibility Determination.pdf

**Determination of Site & Property Ownership Eligibility for U.S. EPA Brownfield
Revolving Loan Fund Utilizing EPA Criteria**

The Downriver Area Brownfield Consortium (DABC) has made an affirmative determination as to the eligibility of Wayne County to receive a \$200,000 sub-grant from their U.S. EPA Revolving Loan Fund (RLF) Grant to fund eligible environmental response activities at the Detroit River International Wildlife Refuge Gateway in Trenton, Michigan (the site). The basis for the eligibility determination is presented below.

1. Identify the proposed sub-grantee: Wayne County, 600 Randolph, Detroit, MI 48226

2. Site Name: Detroit River International Wildlife Refuge Gateway (DRIWR).

a. Site Address: 5437 West Jefferson Avenue, Trenton, MI 48183. The site occupies approximately 44 acres along the western bank of the Detroit. The legal tax identification number of the site is 54-02-699-000-2.

b. Operational History and Environmental Concerns: The site was formerly occupied by the Trenton Chemical Facility. Chrysler Corporation (Chrysler) operated the Trenton Chemical Facility for 44 years in the manufacture of automobile components such as brake pad adhesives, blended oils, paints, sealers, powered metal parts, asbestos brake pads, and phenolic brake pistons. The site previously contained wastewater treatment ponds, various buildings that stored chemicals and waste products, a drum burial area, an oil lagoon, a sludge area, and a tank farm that contained above grounds storage tanks (ASTs) and underground storage tanks (USTs). In addition, fill material was placed in low-lying areas on the east portion of the site between 1940 and 1967 to expand the site's eastern shoreline and increase the usable size of the site. Soil and groundwater at the site became contaminated as a result of these historical activities.

Plant deactivation activities began in 1990 and the buildings were removed but some foundations remain in place. A Remedial Action Plan and Closure Report (RAP) was completed for the site in 1997 and the Michigan Department of Environmental Quality (MDEQ) granted the site an industrial closure under Part 201 of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). On-site cleanup activities included the removal or capping of inorganic (asbestos, arsenic, barium, cadmium, lead, cyanide, and thallium) and organic (benzene, chlorobenzene, methylene chloride, toluene, vinyl chloride, and xylene) contaminated soils. The closure also included the removal of underground storage tanks and drums and the following deed restrictions: soils cannot be removed from the site without characterization, soil and concrete caps must be maintained, and groundwater may not be used as a drinking water source.

c. Current Site Use and Activity: The site is currently being redeveloped into a county park and wildlife refuge. The site will include a park-like setting with restored woodlands and wetlands, a new Welcome Center facility, nature trails, various site amenities, as well as direct and indirect connections to existing waterways, greenways, and the adjoining Humbug Marsh. The redevelopment of the site and the construction of the Welcome Center Facility will require the additional capping of select areas of the site to ensure the protection of human health and the environment.

3. Identify who currently owns the site.

- a. Current Ownership of Site: Wayne County owns the site and purchased it on December 20, 2002.
- b. Previous Owner of the Site: Wayne County purchased the site from the Chrysler.

4. Identify how the site became contaminated and, to the extent possible, describe the nature and extent of the contamination.

Soil and groundwater at the site were contaminated as a result of releases of hazardous and petroleum substances associated with historical activities described above in Section 2(b). Multiple environmental assessments and remedial actions have been completed at the site starting in the late 1980s with the most recent in 2005. The following summarizes the environmental concerns at the site:

- Lead concentrations were measured above MDEQ Part 201 Generic Residential Direct Contact Cleanup Criteria and Screening Levels (residential direct contact cleanup criteria) in soil on the east portion of the site.
- Lead and arsenic concentrations were measured above MDEQ Part 201 residential direct contact cleanup criteria in surface soils in several areas of the site, particularly in the southeast portion where fill material is present.
- Xylenes and benzo(a)pyrene concentrations were measured above MDEQ Part 201 residential direct contact cleanup criteria in soil in the former tank farm area on the south-central portion of the site.
- Selenium, silver, mercury, chlorobenzene, naphthalene, 1,2,4-trimethylbenzene, xylene, fluoranthene, and phenanthrene concentrations were measured above MDEQ Part 201 residential groundwater surface water interface (GSI) protection cleanup criteria in soil in several areas of the site, particularly in the southeast portion where fill material is present.
- Asbestos-containing materials are capped with one foot of clean soil in the northwest "backlot" area of the site.
- Benzene, chlorobenzene, methylen chloride, vinyl chloride, arsenic, barium, cadmium, lead, and thallium concentrations were measured in groundwater above MDEQ Part 201 residential groundwater surface water interface (GSI) cleanup criteria on the southeast portion of the site.
- Benzene concentrations were measured in groundwater above MDEQ Part 201 residential drinking water and GSI cleanup criteria in the former tank farm area on the south-central portion of the site. The benzene contamination was demonstrated to be limited to the former tank farm area and did not extend beyond the site property boundaries.

The soil contamination at the site has been addressed primarily by the installation and maintenance of clean soil caps. The MDEQ approved RAP indicated that no further remedial action was necessary for the groundwater contamination on the southeast portion of the site because source material had been removed and estimated constituent concentrations for groundwater venting to the Trenton Channel of the Detroit River were below the Part 201 groundwater surface water interface criteria.

5. Liability for contamination and known ongoing or anticipated environmental enforcement actions related to the brownfield site for which funding is sought.

Wayne County is not liable for contamination at the site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Wayne County also consulted with the U.S. EPA, regarding potential liability for contamination at the site with respect to CERCLA. Wayne County received a September 25, 2002, letter from the U.S. EPA stating that no further Superfund action was contemplated at the site since contamination at the site had been addressed with the 1997 MDEQ approved RAP. Moreover, the U.S. EPA noted that the RAP completed the requirements outlined in a 1994 Consent Decree issued to Chrysler by the Michigan Department of Natural Resources. Furthermore, the 1994 Consent Decree included a provision by which a prospective purchaser could enter into an agreement with Chrysler and the State of Michigan and receive a covenant-not-to-sue from the State for pre-existing conditions. Prior to purchasing the site, Wayne County executed this provision and received an Administrative Order on Consent, Covenant Not to Sue and Contribution Protection from the Michigan Department of the Attorney General and Chrysler.

Wayne County is also not liable for contamination at the site under Michigan's Part 201 of NREPA. In addition to the activities described above, prior to purchasing the site, Wayne County completed a Category "N" Baseline Environmental Assessment (BEA) and Section 7a Compliance Analysis (CA). The Category "N" BEA stated that Wayne County will not use any significant hazardous substances at the site and that fact formed the basis for delineating pre-existing contamination at the time of purchase from future contamination. The MDEQ reviewed and affirmed that the BEA was adequate for obtaining a liability exemption for the cleanup of pre-existing contamination at the site. The MDEQ also reviewed and affirmed that the CA was consistent with the due care obligations set forth in Section 20107a of the NREPA for the protection of human health.

Future construction activities on the site must comply with the Restrictive Covenant included in the 1997 RAP and specifically must maintain soil cap exposure barriers. Wayne County's primary due care responsibilities during construction of the DRIWR will consist of maintaining and improving soil caps.

6. Timing of Hazardous Substance Disposal:

Wayne County is not liable for contamination at the site and affirms that they have not, at any time, arranged for the disposal of hazardous substances at the site, transported hazardous substances to the site, or caused or contributed to any release of hazardous substances at the site. Disposal of hazardous substances at the site occurred prior to acquisition by Wayne County.

7. Pre-Purchase Inquiry:

Prior to Wayne County Ownership in 2003

- Chester Engineers began plant deactivation activities in 1987 on behalf of the Chrysler Corporation.
- McLaren Hart Environmental Engineers Corporation completed the 1997 RAP and associated activities on behalf of the Chrysler Corporation. The RAP completed the requirements of the MDNR Consent Decree which also included the following investigations/reports:
 - Site Assessment Report (1994)
 - Health and Safety Plan (1995)
 - Quality Assurance Project Plan (1995)
 - Sampling and Analysis Plan (1995)
 - Site Assessment Work Plan (1995)
 - Final Site Assessment Summary Report (1995)
- Wayne County conducted All Appropriate Inquiries (AAI) consistent with the standards of an ASTM 1527-00 Phase I ESA. Wayne County evaluated the history of the previous uses of the site and surrounding area. This included obtaining and reviewing the documents listed above that evaluated recognized environmental conditions (RECs) associated with the past uses of the site. This evaluation also included the potential for impact from adjacent properties. Documents were reviewed for accurateness and completeness and sources were verified. Secondly, Wayne County completed a site reconnaissance to verify site conditions. The visit entailed both a visual and physical observation of the site to evaluate existing conditions and the remedial measures implemented by Chrysler to satisfy site-closure pursuant to the conditions of the 1994 consent decree between Chrysler and the MDNR. Lastly, interviews were conducted with local government officials and other individuals with knowledge of past historical uses of the site and the current site conditions. The site is currently vacant and has been vacant since formal closure of the site was initiated in 1994.
- The Mannik & Smith Group, Inc. completed a Category "N" BEA and CA for the site in 2002 on behalf of Wayne County prior to their acquisition of the site.

Subsequent to Wayne County Ownership in 2003

- Camp Dresser & McKee conducted a Phase II ESA of the site in 2005 for Hamilton Anderson Associates on behalf of Wayne County.

8. Post-Acquisition Uses:

Since acquiring the site in 2002, Wayne County has worked to redevelop the site into the DRIWR Gateway, a county park and wildlife refuge as described in Section 2(b). The site will continue to be owned by Wayne County and the DRIWR will be managed by the International Wildlife Refuge (IWR) Alliance.

9. Continuing Obligations:

The redevelopment of the site into a county park and wildlife refuge will require the improvement of the soil cap exposure barrier in five areas of the site. The cap improvements will be consistent with the 1994 Consent Judgment, the 1997 RAP, and the restrictive covenants placed on the site.

- a. Continuing Releases: Source material has been removed from the site and the 1997 RAP did not require additional actions related to groundwater contamination at the site.
- b. Prevent Future Releases: Wayne County will not use any hazardous substances at the site.
- c. Prevent or Limit Exposure to Previously Released Hazardous Substances: Wayne County will maintain or improve the existing soil caps at the site to prevent human and environmental exposure to the encapsulated contaminated soil.
- d. Wayne County will comply with all land use restrictions and institutional controls at the site.
- e. If the liable party is required to conduct additional cleanup actions, Wayne County will assist and cooperate with the cleanup and provide access to the site.
- f. Wayne County will comply with all information requests and administrative subpoenas that have or may be issued in connection with the site, and provide all legally required notices.

Nestled amidst the southern Detroit metropolitan area, the Detroit River International Wildlife Refuge (DRIWR) is a shining example of the resurgence of native species within an urban region. Established in 2001, the DRIWR includes 48 miles of Detroit River and western Lake Erie shoreline, stretching from southwest Detroit to Erie Marsh, north of Toledo. The Refuge has grown to over 5,000 acres.

Our priorities for the International Wildlife Refuge

- Restore habitat for fish and wildlife
- Grow Refuge lands and partners through cooperative agreements and acquisitions
- Provide public opportunities for wildlife-compatible recreation and environmental education

The DRIWR is a new model for conservation: restoring habitat in an urban area through public-private partnerships. It is a blueprint for the revitalization of nature in urban



DTE Energy Foundation



2007 MAJOR SPONSORS



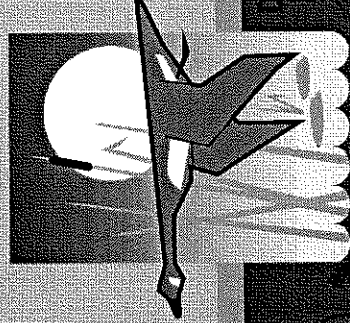
LYNDA BORKUM



Lake Erie Metropark



Discover Our Wild Side



INTERNATIONAL
WILDLIFE
REFUGE ALLIANCE

Working to support the mission of the Detroit River International Wildlife Refuge



www.fws.gov/midwest/detroitriver/

International Wildlife Refuge Alliance

9311 Groh Rd., Grosse Ile, MI 48138

T: (734) 692-7671; F: (734) 692-7603

iwr_alliance@yahoo.com

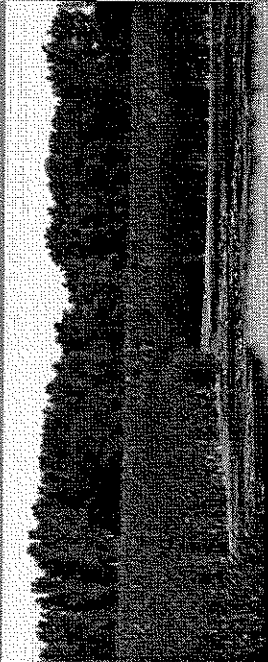
An affiliate of:



www.refugenet.org

The mission of the International Wildlife Refuge Alliance is to support the first international wildlife refuge in North America by working through partnerships to protect, conserve, and manage the Refuge's wildlife and habitats, and to create exceptional conservation, recreational, and educational experiences to develop the next generation of conservation stewards.

WHO IS THE INTERNATIONAL WILDLIFE REFUGE ALLIANCE?



The International Wildlife Refuge Alliance is a 501 (c) (3) nonprofit organization dedicated to helping the U.S. Fish and Wildlife Service deliver the mission of the Detroit River International Wildlife Refuge. We are an alliance of individuals and organizations committed to the success of the Refuge.

Events & Partnerships

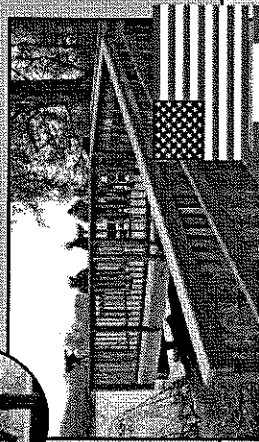
- Annual Benefit Dinner — April
- Pointe Mouillee Waterfowl Festival — September
- Hawkfest — September
- Paddle By Your Refuge — September
- State of the Strait Conference — Every two years
- Monroe County Lotus Garden Club Tour — August
- Christmas Bird Counts — December
- ...and Much More to come!

Projects

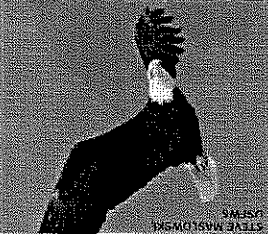
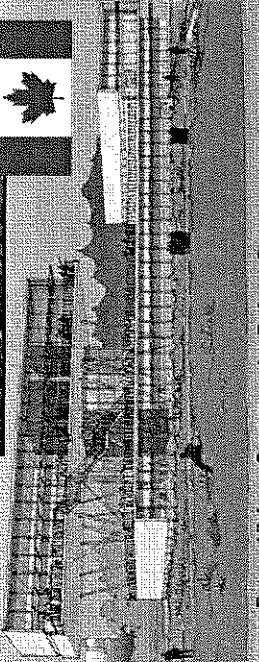
A Bird Driving Tour of SE MI and SW Ontario



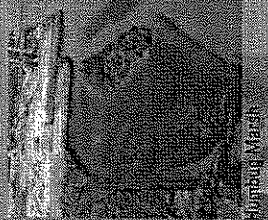
Wildlife observation deck at Humbug Marsh



HAMILTON ANDERSON ASSOCIATES



STEVE MASON/MSA



Humbug Marsh



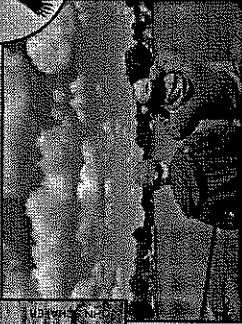
Each year the Detroit River International Wildlife Refuge hosts over 300,000 diving ducks, 75,000 shorebirds, and several hundred thousand land birds that nest, rest, overwinter or migrate through the Refuge corridor.



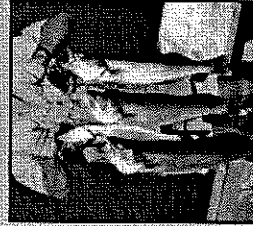
Canvasbacks congregate by the thousands on the Detroit River each fall.



The DRIWR is one of the best places in North America to watch hawks.



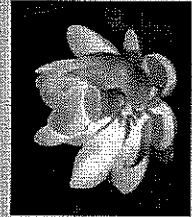
Known as a world-class fishing hot spot, more than ten million walleye migrate through the Detroit River attracting thousands of anglers. It is known as the "Walleye Capital of the World" — hosting international walleye and bass tournaments offering millions of dollars in prize money.



The DRIWR is working with numerous partners to restore habitat for the lake sturgeon throughout the Detroit River.



The American lotus is the state symbol for clean water in Michigan. It grows within Great Lakes coastal marshes in the lower Detroit River and western Lake Erie.



PLANK OGILVIE

<p>Become an annual supporter!</p> <p>\$15 Mayfly (Sticker)</p> <p>\$30 Canvasback (Car Decal)</p> <p>\$60 Walleye (Free Admission to an Alliance Family Event)</p> <p>\$100 Great Blue Heron (License Plate)</p> <p>\$250 Lake Sturgeon (Two tickets to the Annual Benefit Dinner and reception confirmations and recognition at the Dinner)</p> <p>\$500 Mallard (Four tickets to the Annual Benefit Dinner, two VIP reception confirmations and recognition at the Dinner)</p> <p>Other</p>	<p>Become a partner!</p> <p>Partners working in the Refuge have contributed countless hours to bettering this unique ecosystem. The Alliance is seeking volunteers for:</p> <ul style="list-style-type: none"> • Clean-ups, trail building and habitat restoration • Alliance committees and fundraisers • Nature tours and outreach activities • Monitoring plants and wildlife • Construction projects • Administrative support, including office work and mailings
---	--

Join us in building the first International Wildlife Refuge in North America!

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: _____

Would you like to volunteer? Y or N _____

Does your employer have a gift matching program? Y or N _____

Donation Amount: _____

Please make checks payable to the International Wildlife Refuge Alliance

Mail to: IWRHA, 9311 Groh Rd, Grosse Ile, MI 48138

- Please contact us for more information on major partner sponsorship opportunities for the Annual Spring Benefit Dinner.
- All supporters receive a seasonal newsletter, e-announcements on DRIWR updates and activities, the national Wildlife Refuge magazine, invitations to special events, and an Alliance pin.
- For detailed information on the Capital Campaign, Endowment Contributions, or Project Funding Initiatives, please contact us.
- Donations of equipment, tools, outreach, and educational materials are welcome.

International Wildlife Refuge Alliance

Our mission is to support the Detroit River International Wildlife Refuge by working through partnerships to protect, conserve, and manage the Refuge's wildlife and habitats; and to create exceptional conservation, recreational, and educational experiences to develop the next generation of conservation stewards.

Discover Your Wild Side!

Contact us to donate or volunteer...

There are over 545 National Wildlife Refuges nation-wide, and in metropolitan Detroit and Windsor, we have the *only* international one. The **Detroit River International Wildlife Refuge** creates a model for cooperative conservation between countries, state and local governments, organizations and private landowners to protect and restore wildlife habitat on the lower Detroit River and western Lake Erie.



Supporting North America's first International Wildlife Refuge!

Programs and Projects -2008

The **Detroit River International Wildlife Refuge** is rapidly acquiring a national reputation for effective public-private partnerships. We work to enhance those partnerships in support of the Refuge. Our priorities include:

- building awareness of the Detroit River International Wildlife Refuge;
- constructing an environmental education shelter at the Humbug Marsh Unit;
- providing outreach and educational events for the public;
- coordinating volunteers to help with habitat restoration and other Refuge projects;
- hosting recreational events, such as *Paddle By Your Refuge*;
- developing trails at the Humbug Marsh Unit;
- supporting the conservation of endangered species in the Refuge;
- rehabilitating and conserving habitats throughout the Refuge;
- promoting eco-tourism and the *Byways to Flyways* project &
- improving quality of life through conservation efforts.

Contacts:

Ms. Lisa Appel, Executive Director, (734) 692-7671

Mr. Richard Micka, Chairperson, (734) 242-0909

Ms. Anita Twardesky, Vice-Chairperson, (734) 626-5465

Ms. Mary Bohling, Board Liaison, (313) 833-3275

Mr. George Mans, Board Member (734) 789-2323

International Wildlife Refuge Alliance

9311 Groh Rd.
Grosse Ile, MI 48138

T: (734) 692-7671

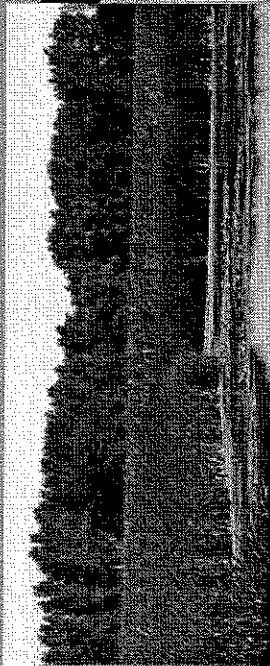
F: (734) 692-7603

E-mail: iwr_alliance@yahoo.com

<http://www.fws.gov/midwest/detroitriver>

We are an independent 501(c) 3 nonprofit organization.
Financial information is available at www.guidestar.org

WHO IS THE INTERNATIONAL WILDLIFE REFUGE ALLIANCE?



The International Wildlife Refuge Alliance is a 501 (c) (3) nonprofit organization dedicated to helping the U.S. Fish and Wildlife Service deliver the mission of the Detroit River International Wildlife Refuge. We are an alliance of individuals and organizations committed to the success of the Refuge.

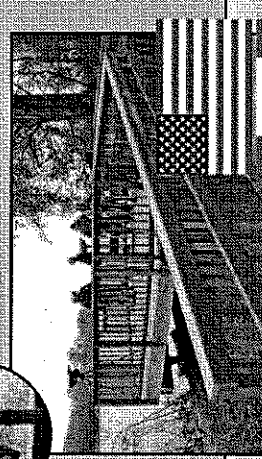
Events & Partnerships

- Annual Benefit Dinner — April
- Pointe Mouillee Waterfowl Festival — September
- Hawkfest — September
- Paddle By Your Refuge — September
- State of the Strait Conference — Every two years
- Monroe County Lotus Garden Club Tour — August
- Christmas Bird Counts — December
- ...and Much More to come!

Projects

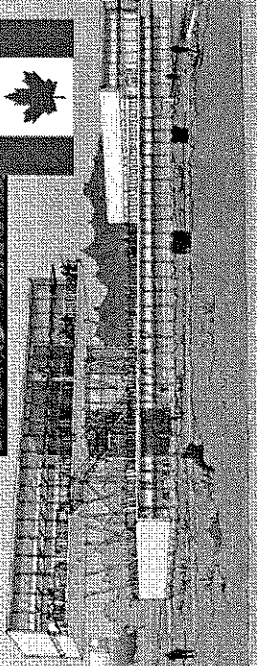


A Bird Driving Tour of SE MI and SW Ontario

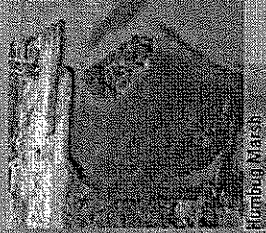


Wildlife observation deck at Humbug Marsh

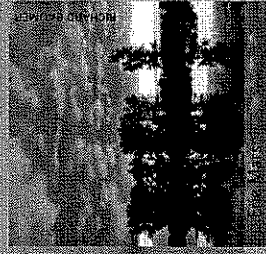
HAMILTON ANDERSON ASSOCIATES



STEVE MANSKOWSKI



Humbug Marsh



ROBERT GILBERT

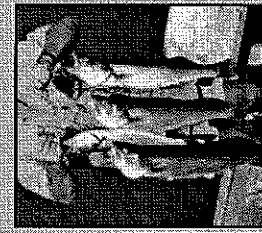
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The DRIRW is one of the best places in North America to watch hawks.



Known as a world-class fishing hot spot, more than ten million walleye migrate through the Detroit River attracting thousands of anglers. It is known as the "Walleye Capital of the World" — hosting international walleye and bass tournaments offering millions of dollars in prize money.



The DRIRW is working with numerous partners to restore habitat for the lake sturgeon throughout the Detroit River.



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Join us in building the first International Wildlife Refuge in North America!

Become an annual supporter!	
\$15	Mayfly (Sticker)
\$30	Canvasback (Car Decal)
\$60	Walleye (Free Admission to an Alliance Family Event)
\$100	Great Blue Heron (License Plate)
\$250	Lake Sturgeon (Two tickets to the Annual Benefit Dinner and reception confirmations and recognition at the Dinner)
\$500	Mallard (Four tickets to the Annual Benefit Dinner, two VIP reception confirmations and recognition at the Dinner)
Other	

- Become a partner!** Partners working in the Refuge have contributed countless hours to bettering this unique ecosystem. The Alliance is seeking volunteers for:
- Clean-ups, trail building and habitat restoration
 - Alliance committees and fundraisers
 - Nature tours and outreach activities
 - Monitoring plants and wildlife
 - Construction projects
 - Administrative support, including office work and mailings

Please make checks payable to the International Wildlife Refuge Alliance
Mail to: IWRA, 9311 Groh Rd. Grosse Ile, MI 48138

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: _____

Would you like to volunteer? Y or N _____

Does your employer have a gift matching program? Y or N _____

Donation Amount: _____

- Please contact us for more information on major partner sponsorship opportunities for the Annual Spring Benefit Dinner.
- All supporters receive a seasonal newsletter, e-announcements on DRIRW updates and activities, the national Wildlife Refuge magazine, invitations to special events, and an Alliance pin.
- For detailed information on the Capital Campaign, Endowment Contributions, or Project Funding Initiatives, please contact us.
- Donations of equipment, tools, outreach, and educational materials are welcome.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 27 2002

REPLY TO THE ATTENTION OF:

September 25, 2002

Mr. Hugh Macdonald
Director of Special Projects
414 Clifford, 8th Floor
Detroit, MI 48226

Re: Former Trenton Chemical Property in Trenton, MI - Comfort Letter

Dear Mr. Macdonald:

Over the past several months, staff from Michigan's Departments of Attorney General and Environmental Quality (MDEQ) have met with Daimler Chrysler Corporation (Chrysler), the Trust for Public Land and the U.S. Fish and Wildlife Service (USFWS) regarding the disposition of Chrysler's former Trenton Chemical Site at 5437 West Jefferson in Trenton, MI. The property in question occupies 44 acres on the Detroit River and has been designated for inclusion in the Detroit River International Wildlife Refuge. Wayne County will take title to the property and the USFWS will develop and manage the property as an environmental education and cultural center.

As the future owner of the property, Wayne County has expressed concerns over its potential liability with respect to the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, as amended (CERCLA or "Superfund"). This letter is in response to the County's concerns. It is based on the facts presently known to the U.S. Environmental Protection Agency (EPA) and is provided solely for information purposes. For reasons stated below, EPA does not presently contemplate additional Superfund action for this property.

The issues associated with investigating, responding to, and cleaning up contaminated property are often complex. The Superfund program is implemented by EPA; however, in an effort to maximize resources and ensure timely responses, EPA often works closely with the states in responding to properties posing a threat to human health and the environment. After a potential hazardous waste site is reported to EPA, the available information is recorded in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), EPA's data management system for Superfund. Sites are added to CERCLIS when EPA believes that there may be contamination that warrants action under Superfund.

If after initial investigation, EPA determines that the contamination does not warrant Superfund action, EPA will archive the site from CERCLIS. This means that EPA believes no further federal response is necessary or appropriate. Archived sites may be returned to the CERCLIS site inventory if new information necessitating further Superfund consideration is discovered.

EPA archived the above-referenced property from the CERCLIS site inventory in 1990, following site evaluation activities by EPA between 1987 and 1990. EPA has determined that the conditions at the property do not warrant federal Superfund involvement. EPA therefore anticipates no need to undertake Superfund enforcement, investigatory, cost recovery or clean up action at this archived property, unless new information, not previously known to EPA regarding this property, is discovered.

At the state level, Chrysler has addressed environmental contamination at the property in accordance with a MDEQ-approved Limited Industrial Remedial Action Plan (RAP) for which MDEQ issued a Certificate of Completion of Construction on July 15, 1998. It is EPA's understanding that contamination will remain at the property and MDEQ has approved the use of exposure barriers which it has determined will effectively eliminate potential exposure pathways to these contaminants. Chrysler will continue to maintain the exposure barriers. Moreover, institutional controls, consisting of land-use and resource-use restrictions, have been recorded with the County Register of Deeds. These safeguards are designed to insure the long-term effectiveness of the exposure barriers.

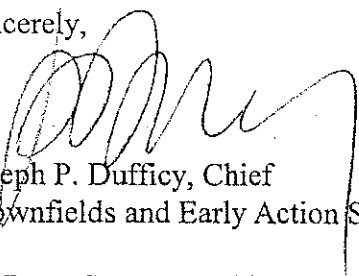
Lastly, a contaminated ground water plume has been defined beneath the property. This plume is discharging to the Detroit River, but contaminant levels are in full compliance with MDEQ ground water-surface water interface (GSI) criteria.

Based on known environmental conditions at the property, MEQ has determined that the property is suitable for recreational use, consistent with the proposed end use by the USFWS. The acceptability of recreational use assumes that existing exposure barriers, and land- and resource-use restrictions are maintained. Moreover, a 1994 Consent Decree between Chrysler and the State provided for the decommissioning of ten Chrysler facilities, including the Trenton property. The Consent Decree also included a provision by which a prospective purchaser could enter into an agreement with Chrysler and the State and receive a covenant-not-to-sue from the State for preexisting conditions.

Pursuant to Addendum I of the Superfund Memorandum of Agreement (MOA) between MDEQ and EPA, Region 5 will not plan or anticipate any federal action against a covered party (owner, operator, generator or transporter) under Superfund Law when any one or more of a number of listed conditions are satisfied. Satisfaction of one or more of these conditions will provide an added level of comfort to Wayne County, as the covered party, and further exemplifies the ongoing coordination between EPA and MDEQ.

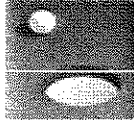
EPA hopes that this comfort letter addresses any concerns you may have regarding the Superfund law prior to taking title to the property. This comfort letter only addresses potential liability issues associated with the Superfund law. It does not address potential liability of the future owner/operator with respect to any other local, State or federal law, including the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977. EPA congratulates Wayne County, in conjunction with the USFWS, for its initiative in returning the Trenton property to productive use that will provide recreational and educational opportunities to the general public. If you have any questions, please feel free to me at (312) 886-1960 or Mike Gifford of my staff at (312) 886-7257.

Sincerely,



Joseph P. Dufficy, Chief
Brownfields and Early Action Section

cc: Doug Spencer, Schiawassee National Wildlife Refuge
Nanette Leemon, MDEQ
Lauri Elbing, Office of Congressman John Dingell
Laura Lodisio, USEPA



To: "Dan Cassidy" <CASSIDY@sme-usa.com>
Cc: "Paula Boase" <Paula.Boase@dccwf.org>
Bcc:
Subject: Re: DCC RLF Subgrant - International Wildlife Refuge

Dan, the clarification memo and the eligibility determination look fine. The recommendation to place the memo into the repository is both appropriate and a good idea.

Mike Gifford
Brownfield Project Manager
U.S. EPA Region 5
77 W. Jackson Blvd. SB-7J
Chicago, IL 60604
phone: 312-886-7257
fax: 312-697-2078

"Dan Cassidy"

Good Afternoon Mike,

04/20/2010 04:05:01 PM

From: "Dan Cassidy" <CASSIDY@sme-usa.com>
To: Michael Gifford/R5/USEPA/US@EPA
Cc: "Paula Boase" <Paula.Boase@dccwf.org>
Date: 04/20/2010 04:05 PM
Subject: DCC RLF Subgrant - International Wildlife Refuge

Good Afternoon Mike,

Attached are two documents that we would appreciate your comments on. The first document is an April 14, 2010, memorandum prepared to describe a clarification in the project description for the RLF subgrant used to fund 2009 response actions at the International Wildlife Refuge Gateway site in Trenton, Michigan. The second document is the affirmative eligibility determination for an RLF subgrant at a new project at the International Wildlife Refuge Gateway site.

If these documents are acceptable, we will provide a draft ABCA, Community Involvement Plan, and QA/QC memorandum for the new subgrant later this week.

We appreciate your help.

Warm Regards

Dan

Daniel R. Cassidy, CPG
Soil and Materials Engineers, Inc.
Ohio: (419) 897-0409
Michigan: (734) 454-9900

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DCC RLF Subgrant - International Wildlife Refuge

Dan Cassidy to: Michael Gifford

Cc: "Paula Boase"

04/20/2010 04:05 PM

From: "Dan Cassidy" <CASSIDY@sme-usa.com>
To: Michael Gifford/R5/USEPA/US@EPA
Cc: "Paula Boase" <Paula.Boase@dccwf.org>

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soil and materials engineers, inc.

MEMORANDUM

DATE: April 16, 2010

TO: Ms. Paula Boase
Director – Downriver Community Conference
15100 Northline Road
Southgate, MI 48195

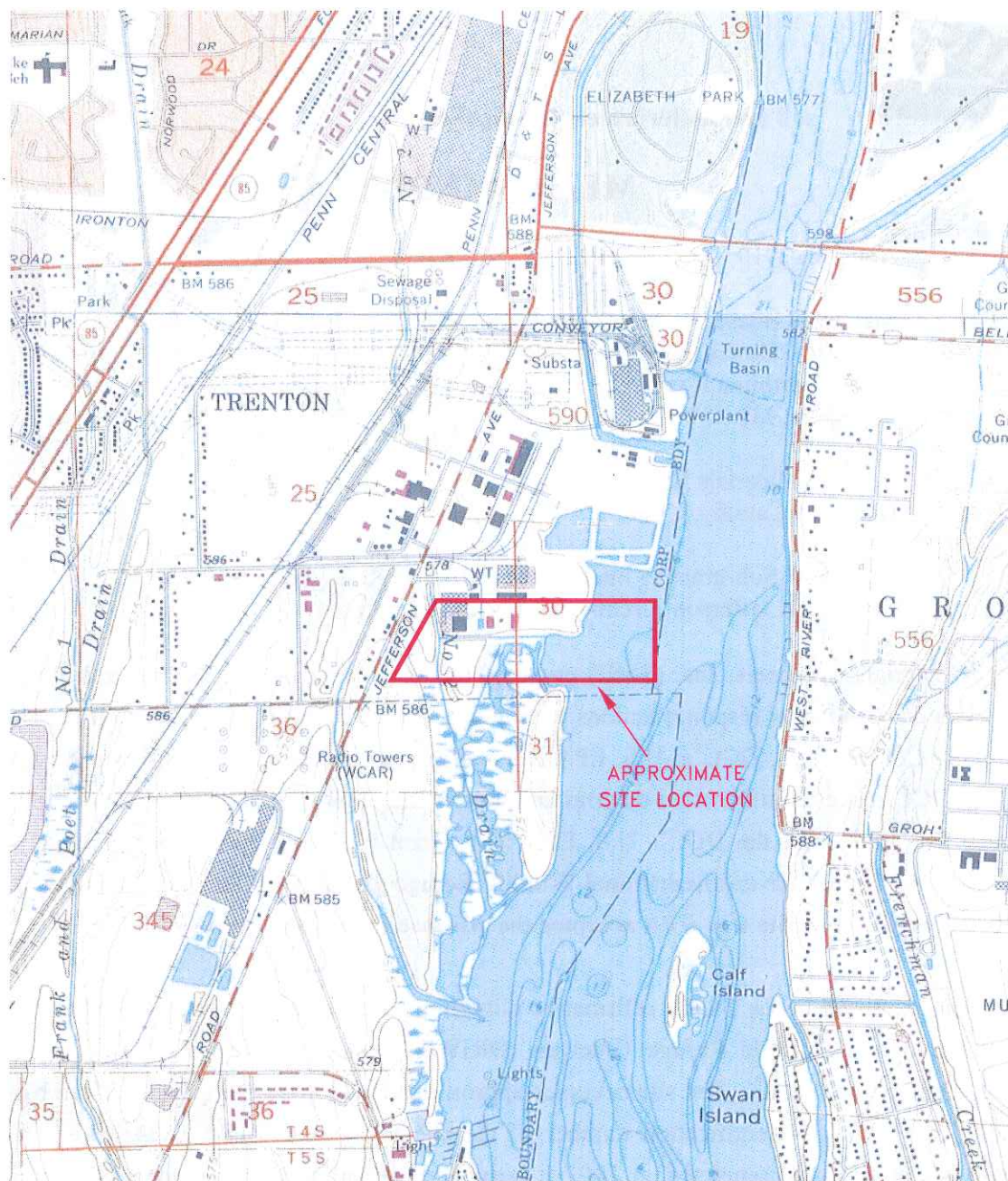
FROM: Soil and Materials Engineers, Inc.
Daniel R. Cassidy, CPG

RE: DCC RLF Sub-grant to International Wildlife Refuge Gateway Site
5437 West Jefferson Avenue, Trenton, Michigan

Soil and Materials Engineers, Inc. (SME) prepared this memorandum to clarify the project location upon which environmental response actions were funded by a \$200,000 sub-grant from the Downriver Community Conference's (DCC's) U.S. EPA Revolving Loan Fund (RLF) Grant. On November 10, 2009, the DCC made an affirmative determination as to the eligibility of Wayne County to receive a \$200,000 sub-grant from the DCC's U.S. EPA RLF Grant to fund eligible environmental response activities at the Detroit River International Wildlife Refuge Gateway in Trenton, Michigan (the site). On November 13, 2008, the U.S. EPA accepted the affirmative eligibility determination.

The project identified in the DCC's affirmative eligibility determination was described as the Detroit River International Wildlife Refuge Gateway (DRIWR) project, located at 5437 West Jefferson Avenue, Trenton, MI 48183. The site occupies approximately 44 acres along the western bank of the Detroit. The legal tax identification number of the site is 54-02-699-000-2. After environmental response activities were completed in 2009 it became evident that this project description was not accurate. SME understands environmental response activities were conducted on only a portion of the above described 44-acre site. Specifically, the grant funded activities were conducted as part of the Monguagon Drain redevelopment project located on the 44-acre site; however, the environmental response activities included placement of clay into Area 1 and Area 2 only (see attached Figures), located on the western portion of the site. The placement of the clay was required to improve the existing soil and concrete exposure barriers in Area 1 and Area 2 to sufficient thickness to mitigate the dermal contact exposure risk and protect human health and the environment for the proposed use of the site.

SME recommends placing this memorandum into the project document repository and the revised project description be considered applicable to all previously prepared RLF documents for the project.



SCALE 1:24000



CONTOUR INTERVAL 5 FEET

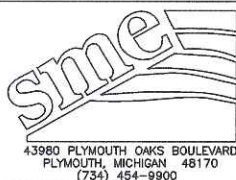
DATUM IS MEAN SEA LEVEL

DEPTH CURVES AND SOUNDINGS IN FEET—DATUM IS RIVER SURFACE AT FOLLOWING STAGES: LAKE ST. CLAIR 571.7 AND LAKE ERIE 568.6



NOTE:

TOPOGRAPHIC MAPS TAKEN FROM WYANDOTTE AND ROCKWOOD, MICHIGAN 7.5 SERIES USGS TOPOGRAPHIC QUADRANGLES



BAY CITY
GRAND RAPIDS
KALAMAZOO
LANSING
PLYMOUTH
SHELBY TWP.
TOLEDO
TRAVERSE CITY

DATE:
12/23/2008
DRAWN BY:
MJQ
SCALE:
N/A
PROJECT:
PE55161B

SITE LOCATION MAP
44-ACRE REFUGE GATEWAY
TRENTON, MICHIGAN

SCHEMATIC SITE PLAN
44-ACRE REFUGE GATEWAY
TRENTON, MICHIGAN

DATE: 12/23/2008
SCALE: N/A
DRAWN BY: MJO
PROJECT: P55161B

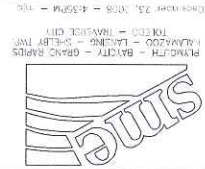
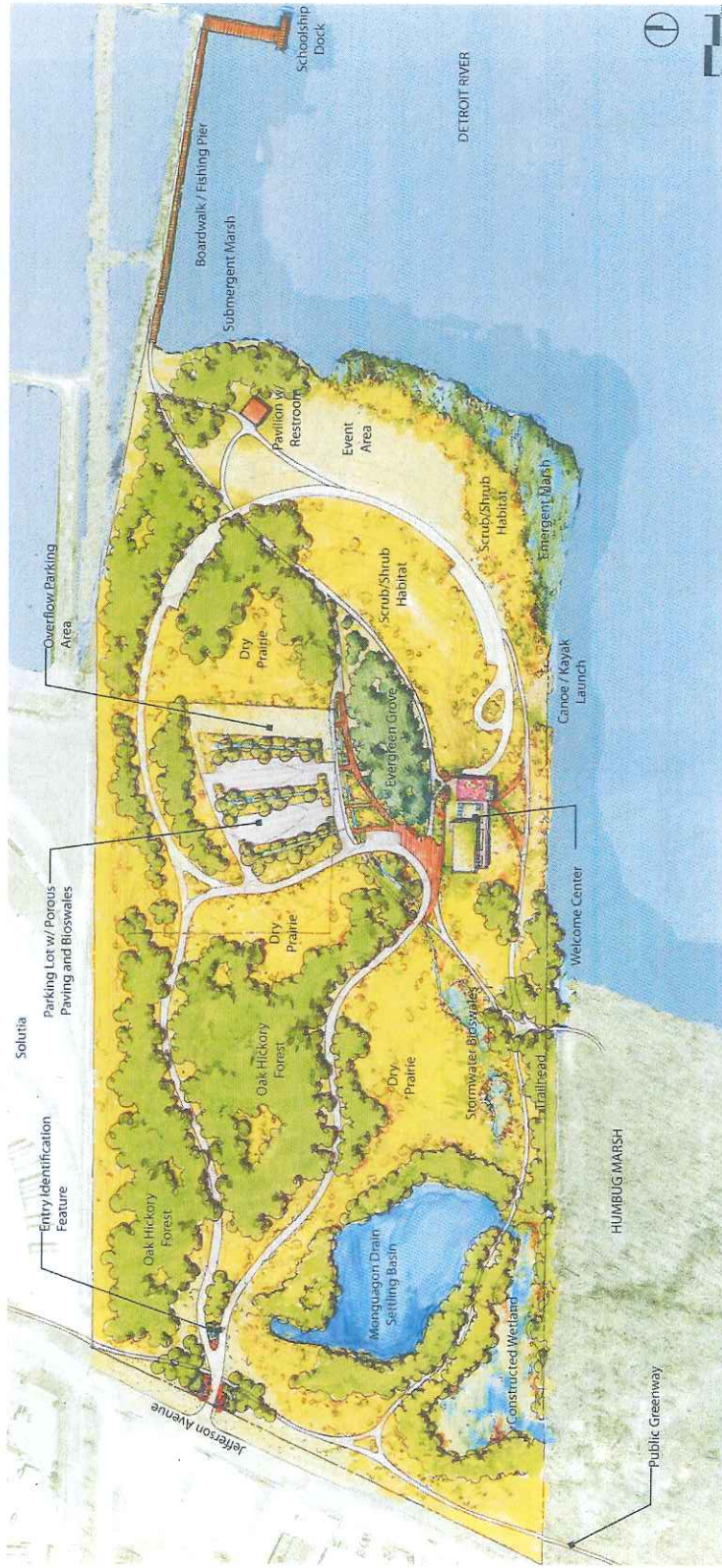
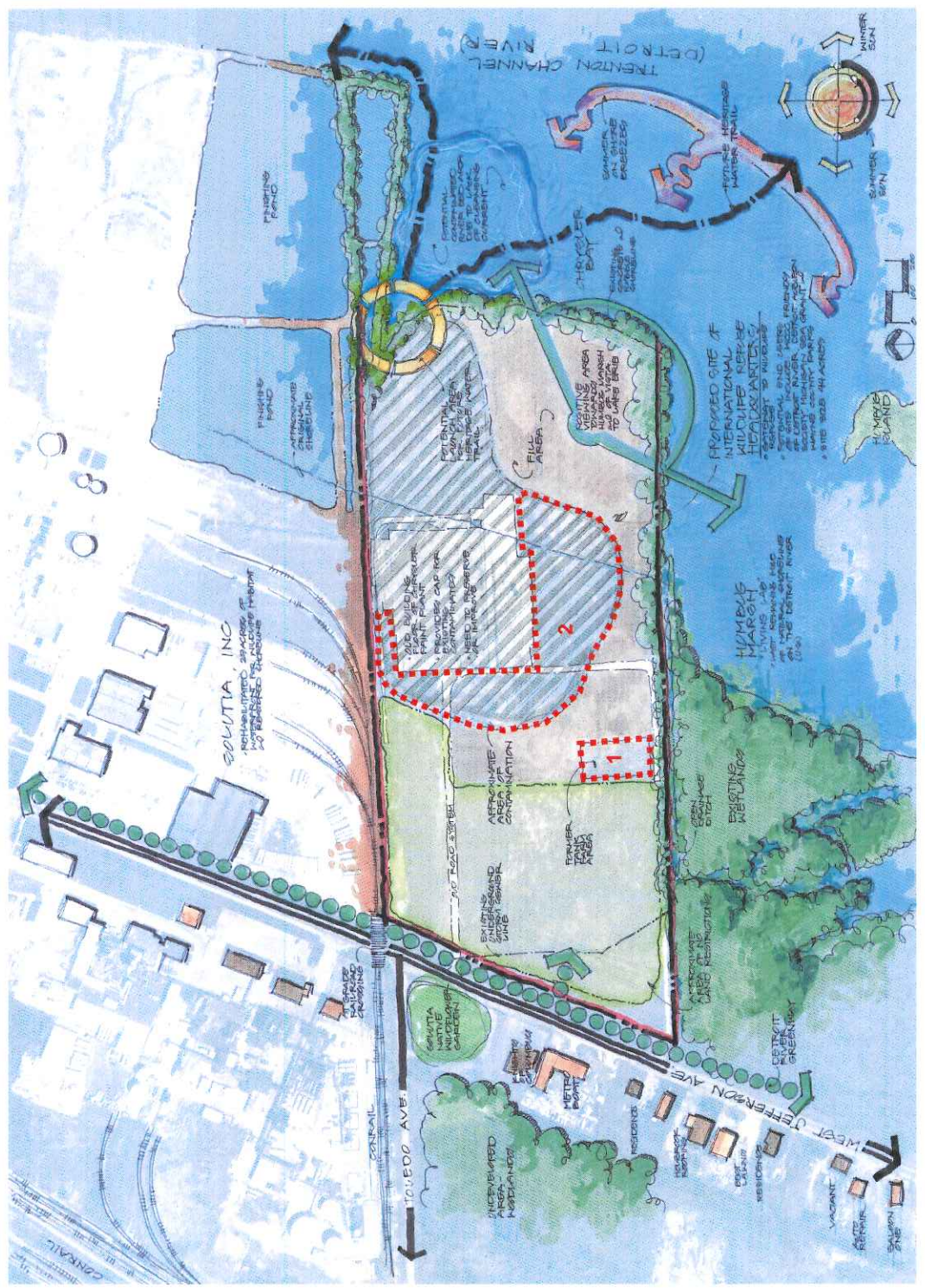


FIGURE NO. 2



NOTE:
1. DRAWING WAS TAKEN FROM WAYNE COUNTY SCHEMATIC SITE PLAN.
2. FEATURES ARE APPROXIMATE AND NOT TO SCALE.

Figure No. 3



LEGEND

APPROXIMATE EXPOSURE BARRIER IMPROVEMENT AREA

NOTE:
 1. DRAWING WAS TAKEN FROM WAYNE COUNTY SITE PLAN.
 2. FEATURES ARE APPROXIMATE AND NOT TO SCALE.

**Determination of Site & Property Ownership Eligibility for
USEPA Brownfield Revolving Loan Fund Utilizing USEPA Criteria**

The Downriver Community Conference (DCC) has made an affirmative determination as to the eligibility of Wayne County to receive a \$200,000 sub-grant from their USEPA Revolving Loan Fund (RLF) Grant to fund eligible environmental response activities at the Detroit River International Wildlife Refuge Gateway Visitor Center and Parking Redevelopment Project in Trenton, Michigan (the project site). The project site is located the eastern portion of the Detroit River International Wildlife Refuge Gateway in Trenton, Michigan (the Gateway site). The figure attached depicts the project site (Area 3 and Area 4). The basis for the eligibility determination is presented below.

- 1. Identify the proposed sub-grantee:** Wayne County, 600 Randolph, Detroit, MI 48226
- 2. Site Name:** Detroit River International Wildlife Refuge Gateway Visitor Center and Parking Redevelopment Project.
 - a. **Site Address:** 5437 West Jefferson Avenue, Trenton, MI 48183. The project site occupies approximately 9 acres and is located on the eastern portion of the larger 44-acre Gateway site. The legal tax identification number of the Gateway site is 54-02-699-000-2.
 - b. **Operational History and Environmental Concerns:** The Gateway site was formerly occupied by the Trenton Chemical Facility. Chrysler Corporation (Chrysler) operated the Trenton Chemical Facility for 44 years in the manufacture of automobile components such as brake pad adhesives, blended oils, paints, sealers, powered metal parts, asbestos brake pads, and phenolic brake pistons. The Gateway site previously contained wastewater treatment ponds, various buildings that stored chemicals and waste products, a drum burial area, an oil lagoon, a sludge area, and a tank farm that contained above grounds storage tanks (ASTs) and underground storage tanks (USTs). In addition, fill material was placed in low-lying areas on the east portion of the Gateway site between 1940 and 1967 to expand the site's eastern shoreline and increase the usable size of the site. Soil and groundwater at the Gateway site became contaminated as a result of these historical activities.

Plant deactivation activities began in 1990 and the buildings were removed but some foundations remain in place. A Remedial Action Plan and Closure Report (RAP) was completed for the Gateway site in 1997, and the Michigan Department of Natural Resources and the Environment (MDNRE, f/k/a Michigan Department of Environmental Quality) granted the Gateway site an industrial closure under Part 201 of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). On-site cleanup activities included the removal or capping of inorganic (asbestos, arsenic, barium, cadmium, lead, cyanide, and thallium) and organic (benzene, chlorobenzene, methylene chloride, toluene, vinyl chloride, and xylene) contaminated soils. The closure also included the removal of underground storage tanks and drums and the following deed restrictions: soils cannot be removed from the Gateway site without characterization, soil and concrete caps must be maintained, and groundwater may not be used as a drinking water source.

- c. Current Site Use and Activity: The Gateway site is currently being redeveloped into the Wildlife Refuge Visitor Center and parking area. The Gateway site will include a park-like setting with restored woodlands and wetlands, a new Visitor Center facility, nature trails, various site amenities, as well as direct and indirect connections to existing waterways, greenways, and the adjoining Humbug Marsh. The redevelopment of the Gateway site and the construction of the Visitor Center Facility will require the additional capping of select areas of the Gateway site to ensure the protection of human health and the environment. The project site is bound by the cap improvement areas depicted on the attached figure (Area 3 and Area 4).

3. Identify who currently owns the site.

- a. Current Ownership of Site: Wayne County owns the Gateway site and purchased it on December 20, 2002.
- b. Previous Owner of the Site: Wayne County purchased the Gateway site from the Chrysler.

4. Site Affirmations:

- a. The site is not listed or proposed for listing on the National Priorities List (NPL).
- b. The site is not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- c. The site is not subject to the jurisdiction, custody, or control of the United States government.

5. Identify how the site became contaminated and, to the extent possible, describe the nature and extent of the contamination.

Soil and groundwater at the Gateway site were contaminated as a result of releases of hazardous and petroleum substances associated with historical activities described above in Section 2(b). Multiple environmental assessments and remedial actions have been completed at the Gateway site starting in the late 1980s with the most recent in 2005. The following summarizes the environmental concerns at the Gateway site:

- Lead concentrations were measured above MDNRE Part 201 Generic Residential Direct Contact Cleanup Criteria and Screening Levels (residential direct contact cleanup criteria) in soil on the east portion of the Gateway site.
- Lead and arsenic concentrations were measured above MDNRE Part 201 residential direct contact cleanup criteria in surface soils in several areas of the Gateway site, particularly in the southeast portion where fill material is present.
- Xylenes and benzo(a)pyrene concentrations were measured above MDNRE Part 201 residential direct contact cleanup criteria in soil in the former tank farm area on the south-central portion of the Gateway site.

- Selenium, silver, mercury, chlorobenzene, naphthalene, 1,2,4-trimethylbenzene, xylene, fluoranthene, and phenanthrene concentrations were measured above MDNRE Part 201 residential groundwater surface water interface (GSI) protection cleanup criteria in soil in several areas of the Gateway site, particularly in the southeast portion where fill material is present.
- Asbestos-containing materials are capped with one foot of clean soil in the northwest "backlot" area of the Gateway site.
- Benzene, chlorobenzene, methylen chloride, vinyl chloride, arsenic, barium, cadmium, lead, and thallium concentrations were measured in groundwater above MDNRE Part 201 residential groundwater surface water interface (GSI) cleanup criteria on the southeast portion of the Gateway site.
- Benzene concentrations were measured in groundwater above MDNRE Part 201 residential drinking water and GSI cleanup criteria in the former tank farm area on the south-central portion of the Gateway site. The benzene contamination was demonstrated to be limited to the former tank farm area and did not extend beyond the Gateway site property boundaries.

The soil contamination at the Gateway site has been addressed primarily by the installation and maintenance of clean soil caps. The MDNRE approved RAP indicated that no further remedial action was necessary for the groundwater contamination on the southeast portion of the Gateway site because source material had been removed and estimated constituent concentrations for groundwater venting to the Trenton Channel of the Detroit River were below the Part 201 groundwater surface water interface criteria.

6. Liability for contamination and known ongoing or anticipated environmental enforcement actions related to the brownfield site for which funding is sought.

Wayne County is not liable for contamination at the project site because Wayne County is not liable for contamination at the Gateway site. Wayne County is not liable for contamination at the Gateway site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Wayne County also consulted with the USEPA, regarding potential liability for contamination at the Gateway site with respect to CERCLA. Wayne County received a September 25, 2002, letter from the USEPA stating that no further Superfund action was contemplated at the Gateway site since contamination at the site had been addressed with the 1997 MDNRE approved RAP. Moreover, the USEPA noted that the RAP completed the requirements outlined in a 1994 Consent Decree issued to Chrysler by the MDNRE. Furthermore, the 1994 Consent Decree included a provision by which a prospective purchaser could enter into an agreement with Chrysler and the State of Michigan and receive a covenant-not-to-sue from the State for pre-existing conditions. Prior to purchasing the Gateway site, Wayne County executed this provision and received an Administrative Order on Consent, Covenant Not to Sue and Contribution Protection from the Michigan Department of the Attorney General and Chrysler.

Wayne County is also not liable for contamination at the Gateway site under Michigan's Part 201 of NREPA. In addition to the activities described above, prior to purchasing the Gateway site, Wayne County completed a Category "N" Baseline Environmental

Assessment (BEA) and Section 7a Compliance Analysis (CA). The Category "N" BEA stated that Wayne County will not use any significant hazardous substances at the Gateway site and that fact formed the basis for delineating pre-existing contamination at the time of purchase from future contamination. The MDNRE reviewed and affirmed that the BEA was adequate for obtaining a liability exemption for the cleanup of pre-existing contamination at the Gateway site. The MDNRE also reviewed and affirmed that the CA was consistent with the due care obligations set forth in Section 20107a of the NREPA for the protection of human health.

Future construction activities on the Gateway site must comply with the Restrictive Covenant included in the 1997 RAP and specifically must maintain soil cap exposure barriers. Wayne County's primary due care responsibilities during construction of the DRIWR will consist of maintaining and improving soil caps.

7. Timing of Hazardous Substance Disposal:

Wayne County is not liable for contamination at the Gateway site and affirms that they have not, at any time, arranged for the disposal of hazardous substances at the Gateway site, transported hazardous substances to the Gateway site, or caused or contributed to any release of hazardous substances at the Gateway site. Disposal of hazardous substances at the Gateway site occurred prior to acquisition by Wayne County.

8. Pre-Purchase Inquiry:

Prior to Wayne County Ownership in 2003

- Chester Engineers began plant deactivation activities in 1987 on behalf of the Chrysler Corporation.
- McLaren Hart Environmental Engineers Corporation completed the 1997 RAP and associated activities on behalf of the Chrysler Corporation. The RAP completed the requirements of the MDNR Consent Decree which also included the following investigations/reports:
 - Site Assessment Report (1994)
 - Health and Safety Plan (1995)
 - Quality Assurance Project Plan (1995)
 - Sampling and Analysis Plan (1995)
 - Site Assessment Work Plan (1995)
 - Final Site Assessment Summary Report (1995)
- Wayne County conducted All Appropriate Inquiries (AAI) consistent with the standards of an ASTM 1527-00 Phase I ESA. Wayne County evaluated the history of the previous uses of the Gateway site and surrounding area. This included obtaining and reviewing the documents listed above that evaluated recognized environmental conditions (RECs) associated with the past uses of the Gateway site. This evaluation also included the potential for impact from adjacent properties. Documents were reviewed for accurateness and completeness and sources were verified. Secondly, Wayne County completed a site reconnaissance to verify site conditions. The visit entailed both a visual and physical observation of the Gateway site to evaluate existing

conditions and the remedial measures implemented by Chrysler to satisfy site-closure pursuant to the conditions of the 1994 consent decree between Chrysler and the MDNR. Lastly, interviews were conducted with local government officials and other individuals with knowledge of past historical uses of the Gateway site and the current site conditions. The Gateway site is currently vacant and has been vacant since formal closure of the Gateway site was initiated in 1994.

- The Mannik & Smith Group, Inc. completed a Category "N" BEA and CA for the Gateway site in 2002 on behalf of Wayne County prior to their acquisition of the Gateway site.

Subsequent to Wayne County Ownership in 2003

- Camp Dresser & McKee conducted a Phase II ESA of the Gateway site in 2005 for Hamilton Anderson Associates on behalf of Wayne County.

9. Post-Acquisition Uses:

Since acquiring the Gateway site in 2002, Wayne County has worked to redevelop the Gateway site into a county park and wildlife refuge as described in Section 2(b). The Gateway site will continue to be owned by Wayne County and the Gateway site will be managed by the International Wildlife Refuge (IWR) Alliance.

10. Affirm that the RLF Grant recipient is not potentially liable for contamination at the site under CERCLA Section 107

The DCC is not liable for contamination at the Gateway site, which includes the project site, under CERCLA or Part 201 of NREPA. The DCC is not a current owner of the Gateway site, was not an owner or operator of a facility on the Gateway site at time of disposal of a hazardous substance, did not arrange for treatment or disposal of hazardous substances at facilities on the Gateway site, and did not accept hazardous substances for transport to disposal or treatment facilities at the Gateway site. The DCC affirms that they have not, at any time, caused or contributed to any release of hazardous substances at the Gateway site.

11. Affirm that the sub-grant recipient is not potentially liable for contamination at the site under CERCLA Section 107

As discussed in Section 5, Wayne County is not liable for contamination at the Gateway site, which includes the project site, under CERCLA or Part 201 of NREPA. Wayne County was not an owner or operator of a facility on the Gateway site at time of disposal of a hazardous substance, did not arrange for treatment or disposal of hazardous substances at facilities on the Gateway site, and did not accept hazardous substances for transport to disposal or treatment facilities at the Gateway site. Wayne County affirms that they have not, at any time, caused or contributed to any release of hazardous substances at the Gateway site.

12. Continuing Obligations:

The redevelopment of the Gateway site into a county park and wildlife refuge will require the improvement of the soil cap exposure barrier in five areas of the Gateway site. The cap

improvements will be consistent with the 1994 Consent Judgment, the 1997 RAP, and the restrictive covenants placed on the Gateway site.

- a. Continuing Releases: Source material has been removed from the Gateway site and the 1997 RAP did not require additional actions related to groundwater contamination at the Gateway site.
- b. Prevent Future Releases: Wayne County will not use any hazardous substances at the Gateway site.
- c. Prevent or Limit Exposure to Previously Released Hazardous Substances: Wayne County will maintain or improve the existing soil caps at the Gateway site to prevent human and environmental exposure to the encapsulated contaminated soil.
- d. Wayne County will comply with all land use restrictions and institutional controls at the Gateway site.
- e. If the liable party is required to conduct additional cleanup actions, Wayne County will assist and cooperate with the cleanup and provide access to the Gateway site.
- f. Wayne County will comply with all information requests and administrative subpoenas that have or may be issued in connection with the Gateway site, and provide all legally required notices.



NOTE:
1. DRAWING WAS TAKEN FROM WAYNE COUNTY SITE PLAN.
2. FEATURES ARE APPROXIMATE AND NOT TO SCALE.

LEGEND
 APPROXIMATE EXPOSURE BARRIER
 IMPROVEMENT AREA



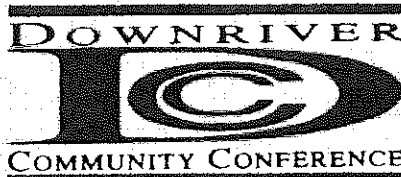
Michigan
Indiana
Ohio

Date 04/16/2010
 Drawn By MJQ
 Designed By MJQ
 Scale NA
 Project PE55161H

EXPOSURE BARRIER IMPROVEMENT LOCATION DIAGRAM
 DETROIT RIVER INTERNATIONAL WILDLIFE REFUGE
 GATEWAY VISITOR CENTER AND PARKING
 REDEVELOPMENT PROJECT
 TRENTON, MICHIGAN

No.	Revision Date

Figure No. 3



James S. Perry
Executive Director

15100 Northline Road • Southgate, MI 48195
Phone: (734) 362-3442 • Fax: (734) 281-6661 • T.T.Y. 1 (800) 649-3777

www.dccwf.org

**MEMBER
COMMUNITIES**

Allen Park
Dearborn
Gibraltar
Grosse Ile Township
Melvindale
Monroe
Port of Monroe
River Rouge
Riverview
Romulus
Taylor
Tecumseh
Trenton
Washtenaw County
Wyandotte

**Downriver Community Conference
BROWNFIELDS REVOLVING LOAN FUND SUB-GRANT AGREEMENT**

THIS AGREEMENT is made and entered into on this 4th day of June, 2010, by and between the COUNTY OF WAYNE with an address at 5437 WEST JEFFERSON AVENUE, Trenton, Michigan 48183 (hereinafter referred to as "Grantee"), and the DOWNRIVER COMMUNITY CONFERENCE, 15100 NORTHLINE RD, SOUTHGATE, MICHIGAN, 48195 (hereinafter referred to as "Grantor").

WHEREAS, the DOWNRIVER COMMUNITY CONFERENCE is the recipient of Brownfields Revolving Loan Funds ("RLF") and authorized to make certain grants from these funds ("Grant Funds"); and

WHEREAS, Grant Funds are to be used to undertake cleanup of brownfields sites by making low interest loans and grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the Grantee is the owner of certain real property located at 44-ACRE INTERNATIONAL WILDLIFE REFUGE GATEWAY, in TRENTON, MICHIGAN (the "Property"), which property is more particularly described in exhibit I, attached hereto; and

WHEREAS, the Grantor has agreed to grant to Grantee certain of the Grant Funds which will be used by the Grantee for a portion of the remediation of the Property (the "Remediation Work"); and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U. S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Grantee is not a generator or transporter of any contamination located at the Property; and

WHEREAS, the Grantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Grantee, or, to the best of its knowledge, its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and



Brownfields and Land Revitalization
In partnership with the DCC Brownfield Consortium

WHEREAS, a claim has not been asserted against the Grantee for liability under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9607; and

WHEREAS, the Grantee is not a Potentially Responsible Party under Section 107 of CERCLA, 42 USC Section 9607. Wayne County received a September 25, 2002, letter from the U.S. EPA stating that no further Superfund action was contemplated at the site since contamination at the site had been addressed with the 1997 MDEQ approved Remedial Action Plan (RAP). Moreover, the U.S. EPA noted that the RAP completed the requirements outlined in a 1994 Consent Decree issued to Chrysler by the Michigan Department of Natural Resources. Furthermore, the 1994 Consent Decree included a provision by which a prospective purchaser could enter into an agreement with Chrysler and the State of Michigan and receive a covenant-not-to-sue from the State for pre-existing conditions. Prior to purchasing the site, Wayne County executed this provision and received an Administrative Order on Consent, Covenant Not to Sue and Contribution Protection from the Michigan Department of the Attorney General and Chrysler. Prior to purchase, Wayne County also conducted All Appropriate Inquiries (AAI) consistent with the standards of an ASTM 1527-00 Phase I ESA. Wayne County evaluated the history of the previous uses of the site and surrounding area. This included obtaining and reviewing the documents listed above that evaluated recognized environmental conditions (RECs) associated with the past uses of the site. This evaluation included the potential for impact from adjacent properties. Documents were reviewed for accurateness and completeness and sources were verified. Secondly, Wayne County completed a site reconnaissance to verify site conditions. The visit entailed both a visual and physical observation of the site to evaluate existing conditions and the remedial measures implemented by Chrysler to satisfy site-closure pursuant to the conditions of the 1994 consent decree between Chrysler and the MDNR. Lastly, interviews were conducted with local government officials and other individuals with knowledge of past historical uses of the site and the current site conditions. The site is currently vacant and has been vacant since formal closure of the site was initiated in 1994. Wayne County is also not liable for contamination at the site under Michigan's Part 201 of NREPA. Wayne County completed a Category "N" Baseline Environmental Assessment (BEA) and Section 7a Compliance Analysis (CA). The Category "N" BEA stated that Wayne County will not use any significant hazardous substances at the site and that fact formed the basis for delineating pre-existing contamination at the time of purchase from future contamination. The MDEQ reviewed and affirmed that the BEA was adequate for obtaining a liability exemption for the cleanup of pre-existing contamination at

the site. Wayne County has never been an owner, operator, generator or transporter at the site as those terms are defined under CERCLA.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. Grantor agrees to grant to Grantee the sum up to \$ 200,000 to be used by the Grantee for the Remediation Work (the "Project Grant Funds") subject to the terms and conditions herein.
2. Grantee shall carry out the Remediation Work in accordance with the CERCLA Section 104 (k), 42 U.S.C. Section 9604(k); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 CFR Part 31; and all other applicable provisions of federal, state or local law. This includes, but is not limited to, carrying out procurements in compliance with 40 C.F.R. Section 31.36, having a financial management system which complies with 40 C.F.R. Section 31.20, and performing audits in accordance with 40 C.F.R. Section 31.26.
3. Grantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act of 1931 (CERCLA Section 104(g)(1), 40 U.S.C. Section 276a-276a-5 and 42 U.S.C. Section 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Grant Funds. The Grantee must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the remediation construction contract.
4. The Grantee shall provide the Grantor with a copy of the applicable Environmental Assessment reports of the Property (collectively, the "Assessment"). The Grantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Grantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.
5. The Grantor shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using Project Grant Funds. The Grantor's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all

local, State, and Federal requirements and is protective of human health and the environment.

6. The Grantee shall prepare a Community Relations Plan ("CRP") with the assistance and cooperation of the Grantor. The CRP shall include the following:
 - a. Copies of interviews conducted with residents and community leaders, local officials, and public interest groups.
 - b. Copies of news releases and other information that explains the proposed project, such releases and information to be disseminated throughout the area surrounding the affected area.
 - c. Procedures for the establishment of a local information repository at or near the Property that includes public information supplied by both the Grantee and the Grantor related to the proposed Remediation Work. The Grantee shall supply the Grantor with any additional information that would assist the Grantor in documenting the Remediation Work.
7. After the Grantee has prepared the CRP, the Grantee shall draft an analysis of brownfields cleanup alternatives that will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the cleanup proposed. The Grantee shall submit copies of the draft analysis of brownfields cleanup alternatives to the Grantor for approval. The Grantee agrees to accept advice and suggestions from the Grantor and to incorporate those suggestions or requests for revisions as appropriate.
8. After the Grantor has approved the draft analysis of brownfields cleanup alternatives, the Grantee shall make the document available for review and public comment for a period of not less than thirty (30) days from the date of publication of the public notice.
9. After the public comment period, the Grantee shall incorporate all appropriate comments, in the reasonable discretion of Grantee, into a final analysis of brownfields cleanup alternatives document and prepare a written response to the public comments, if appropriate.
10. After the analysis of brownfields cleanup alternative has been finalized, the Grantee shall prepare a scope of work containing detailed design and construction plans and specifications for the Remediation Work including a budget and work schedule; a health and safety plan (OSHA 1910-120 - 126) and a quality assurance project plan which sets forth the manner and

method of collecting samples to assure the complete removal of all hazardous substances that are located at the Property and are to be removed as a part of the Remediation Work (collectively, such documents are referred to as the "Project Documents") and submit same to Grantor for approval.

11. Prior to the initiation of the Remediation Work, including any cleanup activities, the Grantee must provide to the Grantor copies of all of the state required remedial planning documents and the state's approval of those documents, if required.
12. The Grantee understands and agrees that all of the Project Grant Funds provided by Grantor to Grantee shall be used by the Grantee towards the cleanup and remediation of the Property identified in Exhibit 1. Grantee shall supply the Grantor with design and construction plan and specifications for the redevelopment of the Property and evidence of a firm commitment for a construction loan and permanent financing from an accredited lending institution.
13. The Grantee further understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Grantee's full compliance with the terms and provisions of the Project Documents and this Agreement.
14. The Project Grant Funds shall be payable to the Grantee as reimbursement for allowable expenses incurred by the Grantee based upon the progress of the Remediation Work and in accordance with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as Exhibit 2. No reimbursement shall be made to the Grantee without the written approval of the Grantor. The Grantor shall not advance nor be obligated to advance any Project Grant Funds to the Grantee prior to the receipt of properly executed lien waivers.
15. Grantee agrees to use best efforts to keep all expenditures from the Project Grant Funds within the approved Budget. Grantee shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the Grantor.
16. The Grantor may withhold up to ten (10%) percent of each payment requested as a retainage until the Grantee has completed the Remediation Work.
17. The awarding of this Grant shall be subject to:
 - a. The Grantor's receipt of a property appraisal from the Grantee.

- b. Opinion of the Grantee's Counsel that the Grantee, if a corporation, is in good standing and that all documents executed by the Grantee are valid and enforceable in accordance with their respective terms.
- c. Written authorization in the form of a resolution, if a corporation, authorizing the Grantee to accept the Project Grant Funds and authorizing Grantee's representative to execute this Grant Agreement on behalf of the Grantee.
- d. Evidence by the Grantee that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property.
- e. Evidence of insurance coverage with limits of liability as determined by the Grantor's site manager. All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement.
- f. Identification of the contractor and subcontractor selected by the Grantee for the Remediation Work.
- g. The Grantor's receipt of cleanup project cost breakdown based upon estimates and prices supplied by the Grantee.

The Grantor reserves the right to waive any or all requirements of this section.

- 18. Grantee shall commence work on the Remediation Work within 60 days from the date of execution of this Agreement and shall complete and perform all of the Remediation Work within 365 days in accordance with the approved Schedule of Work attached hereto and made a part hereof as Exhibit 3.
- 19. All Remediation Work performed pursuant to this Agreement and with Project Grant Funds shall be performed in a good and workmanlike manner.
- 20. All material changes or modification to the Remediation Work or the Project Documents shall be approved in writing by the Grantor prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Grantee. In the event that unforeseen conditions are discovered during the implementation of the Remediation Work, the Grantee reserves the right to revise the cleanup action and the Project Documents.
- 21. Grantee, at its sole cost and expense, and from sources other than Grant Funds, shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement.

22. The Grantee shall:
- a. Notify the Grantor when the Remediation Work is complete. The notice shall contain certification or documentation that the Remediation Work is complete and has been performed in accordance with the terms of this Agreement. This notice shall summarize the actions taken, the resources committed and the problems encountered in completion of the project, if any, and shall be submitted to the Grantor for review and approval before it is finalized.
 - b. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Grantee is a party and which relate to the Project Grant Funds and the Remediation Work.
23. The Grantee agrees to protect, indemnify, defend and hold harmless, the Grantor, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Grantor may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Grantee as provided herein and caused in whole or in part by any act, error, or omission of the Grantee, its agents, servants, employees or assigns.
24. The Grantee shall erect a sign on the Property stating that the Remediation Work is being financed in part by RLF Grant Funds and the Grantor and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising as well as 40 CFR Part 35, Subpart O (§35.6105(a)(2)(ii)).
25. If the Grantee sells or transfers the Property prior to completion of the Remediation Work, then, in that event, the Grantee shall immediately repay the entire amount of Project Grant Funds advanced to Grantee to the Grantor.

26. Any forbearance by the Grantee with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any of Grantee's rights or privileges granted hereunder.
27. In the event of a default of any of the terms or conditions of this Agreement, the entire amount of Project Grant Funds disbursed to Grantee shall become immediately due and payable without the necessity of demand from Grantor. The Grantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each and "Event of Default"):
- a. The Grantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Grantor.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
 - c. The Grantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from the Grantor to the Grantee, specifying said default, of, if such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the Grantor shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Grantee to the extent allowed by law.
 - d. Any proceeding involving the Grantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the Grantor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
 - e. An order, judgment or decree is entered, without the application, approval or consent of the Grantor, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Grantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to Grantee by Grantor pursuant to this Agreement shall become due and payable, without presentment, demand, protest or notice of any kind to the Grantor, all of which are hereby expressly waived by the Grantee.

28. The Grantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of three (3) years after the completion of the Remediation Work except as follows:
 - a. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
 - b. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Grantor or its representatives.
 - c. The Grantee must receive permission from the Grantor, in writing, prior to destroying any of these records or documents.
29. The Grantee agrees to permit the Grantor or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, upon reasonable notice and to copy there from any information that the Grantor desires relevant to this Agreement. The Grantor shall provide written notice to the Grantee prior to the execution of this provision. The Grantee agrees to deliver the records or have the records delivered to the Grantor. If the Grantor finds that the records delivered by the Grantee are incomplete, the Grantee agrees to pay the Grantor necessary costs to travel to the Grantee's office or other location where the books or records are located to audit or retrieve the complete records. In addition, all loan related documents are subject to 40 C.F.R. Section 31.42(e).
30. The Grantee will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the Grantee will undertake good faith efforts in compliance with 40 CFR §31.36(e) to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned

Business Enterprises (WBE). The Grantee shall submit a report of such efforts to the Grantor.

31. The Grantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Grantor. The Grantee shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Grantor.
32. This Agreement is not intended to create or vest any rights in any third party or to create any third party beneficiaries.
33. All amendments to this Agreement shall be in writing and signed by both parties hereto.
34. It is expressly understood that a failure or delay on the part of the Grantee in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or Event of Default under this Agreement; however, the Grantee shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.
35. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
36. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and so custom of practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.
37. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR: Downriver Community Conference
15100 Northline Rd
Southgate, MI 48195

TO THE GRANTEE: County of Wayne
Guardian Building
500 Griswold 11th floor
Detroit, Michigan 48226

or to such other address as a party may subsequently specify in writing to the other party.

38. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
39. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

DOCUMENT APPROVAL FORM

Primary Control Number <u>10-60-027</u>		Commission Approval Required <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Related Control Number		Department Code 60	
Document Code		Requesting Contact Person and Department Daisy S. Tinsley, DPS Administration	
Individual or Organization Downriver Community Conference Brownfield		Phone Number 224-5257	
Address 15100 Northline Road		City Southgate	State MI Zip 48195
Description APPROVAL OF A SUB-GRANT AGREEMENT BETWEEN WAYNE COUNTY AND THE DOWNRIVER COMMUNITY CONFERENCE BROWNFIELD CONSORTIUM			
Fund	Business Unit	Object	Subsidiary
208	44935	529000	
Subledger/Type		Amount \$200,000.00	

Federal Funding Source ☒ YES ☒ NO

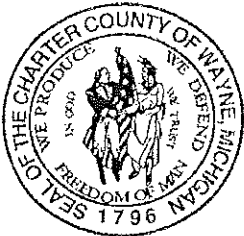
State Funding Source ☐ YES ☒ NO

Local Funding Source ☐ YES ☒ NO

Budget Adjustment Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Budget Adjustment Number	Matching Funds <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Match %	Match \$
Begin Date UPON EXECUTION	Ending Date Five Years Upon Approval	Fiscal Year Amount \$200,000.00		
(Check X only required signatures)		TOTAL APPROVALS REQUIRED ARE:		
<input checked="" type="checkbox"/> <u>Hassan A. Saab</u> <u>06/25/10</u> Department Authorization Date <u>6-30-10</u>		Approved as to form: <input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> <u>[Signature]</u> <u>6/28/10</u> Budget Date		<input checked="" type="checkbox"/> <u>[Signature]</u> Corporation Counsel		
<input checked="" type="checkbox"/> <u>Terry L. Horse</u> <u>7/1/10</u> Grants and Contracts Date		<input type="checkbox"/> Personnel and Human Resources		
<input checked="" type="checkbox"/> <u>[Signature]</u> <u>7/2/10</u> Chief Financial Officer Date		Date		
CEO AUTHORIZATION <u>Jay Mashie for</u> ROBERT A. FICANO, Wayne County Executive		Date Approved <u>7-2-10</u>		
		Res: <u>2010-468</u> Date: <u>8-26-10</u>		

WAYNE COUNTY
 MANAGER OF BUDGET
 DIVISION
 2010 JUN 29 A 11:34

WAYNE COUNTY COMMISSION



Robert A. Ficano
County Executive

June 25, 2010

Honorable Edward Boike Jr., Chairman
Wayne County Commission
500 Griswold
Detroit, MI 48226

**RE: APPROVAL OF A SUB-GRANT AGREEMENT BETWEEN WAYNE
COUNTY AND THE DOWNRIVER COMMUNITY CONFERENCE
BROWNFIELD CONSORTIUM (REF: 10-60-027)**

Dear Chairman Boike:

The County Executive's Office, Corporation Counsel, the Chief Financial Officer and the Department of Management and Budget have reviewed and approved the attached Sub-Grant Agreement from the Department of Public Services Parks Division.

The Department of Public Services Parks Division is requesting approval of the attached Revolving Loan Sub-Grant Agreement from the Downriver Community Conference Brownfield Consortium. The Grant is for \$200,000.00, the funds from this will complement prior grants received by the County to pay for further remediation work at the Detroit River International Wildlife Refuge Gateway site in Trenton, Michigan. Revenue from this Grant will be deposited into account number 208.44935.529000.

Attached are three (3) white cornered copies of the above referenced agreement along with DAF 10-60-027. Please have them signed by the County Executive, attach a certified resolution and return **all** the signed agreements to this office for further processing.

Therefore, the Wayne County Commission is being asked to approve this Sub-Grant agreement between the County of Wayne and the Downriver Community Conference Brownfield Consortium.

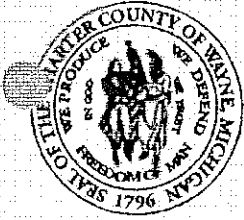
Approved:

Approved for Submission
To the Commission:

Hassan A. Saab
Hassan Saab, Deputy Director
Department of Public Services

for Robert A. Ficano
Robert A. Ficano
Wayne County Executive





WAYNE COUNTY CORPORATION COUNSEL MEMORANDUM

To: Daisy Tinsley, DPS Contract Admr/Commission Liaison
cc: Steve Alman, Div. of Parks; Lavonda Jackson, P.A.
From: Nancy M. Rade, Assistant Corporation Counsel *NK*
Subject: DCC sub-grant Agreement funding remediation work at DRIWR Gateway site.
Date: June 23, 2010

Attached is a proposed new Agreement between Wayne County and the Downriver Community Conference Brownfield Consortium (DCC) in which the DCC grants to the county certain grant funds, in the amount of \$200,000, to be used for further remediation work at the Detroit River International Wildlife Refuge Gateway site in Trenton, MI. The county accepted a similar grant last year (see Resolution 2009-288) and entered a similar contract with DCC for a like amount.

Please give me a call if I can answer any questions.

Attachment

2/23/2011

**Downriver Community Conference
Amendment 1
To
Brownfields Revolving Loan Fund Sub-Grant Agreement
With the County of Wayne**

This Agreement Amendment is for the Brownfields Revolving Loan Fund Sub-Grant for 5437 West Jefferson Avenue, Trenton, Michigan 48183 dated June 4th 2010 between the Downriver Community Conference (DCC), 15100 Northline Rd. Southgate, Michigan, 48195 (the Grantor) and the County of Wayne with an address at 5437 West Jefferson Avenue, Trenton, Michigan 48183 (the Grantee). The parties to this amendment in consideration of the mutual covenants and stipulations set out herein agree:

Amendment terms:

1. To increase the sub-grant from \$200,000 to \$500,000. The additional funds of \$300,000 will be used to remove petroleum residues. This is necessary to meet wildlife standards and public use along the Detroit River, the existing brownfield cap needs to be enhanced by increasing the depth of clean fill in areas containing the petroleum residue (see attachment A for project description).

This document constitutes the entire amendment to the original Sub-Grant between DCC the grantor, dated June 4, 2010 and then modified February 23, 2011, and the County of Wayne. Any further amendment must be in writing and signed by both parties in order to be effective.

Grantor: **Downriver Community Conference**

By James S. Perry
Executive Director

Date: 4/20/11

Grantor: **Downriver Community Conference Brownfield Consortium**

By Thomas P. Russow
Tom Russow
Chair

Date: 4-20-11

Grantee: **Wayne County**

for By Jay Markie
Robert A. Ficano
Wayne County Executive

Date: 4-11-11

Approved as to form:
Nancy H. Rade 4/24/11
Grantor's Corp. Counsel

2/23/2011

**Downriver Community Conference
Amendment 1
To
Brownfields Revolving Loan Fund Sub-Grant Agreement
With the County of Wayne**

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Amendment terms:

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Grantor: Downriver Community Conference

By James S. Perry
Executive Director

Date: 4/20/11

Grantor: Downriver Community Conference Brownfield Consortium

By _____
Tom Russow
Chair

Date: _____

Grantee: Wayne County

for By Robert A. Ficano
Wayne County Executive

Date: 4-11-11

Approved as to form:
Nancy M. Rade 4/24/11
Assistant Corp. Counsel

CERTIFICATION

STATE OF MICHIGAN)
)
CHARTER COUNTY OF WAYNE)

I, John Pfeiffer, Acting Clerk of the County Commission for the Charter County of Wayne, State of Michigan, do hereby certify that the attached Resolution No. 2011-116, *approving a intergovernmental agreement between the Charter County of Wayne and Brownstown Township in the amount of \$50,000 for Phase II improvements to Woodland Heights Park*, was duly adopted by the Wayne County Commission at the SEVENTH DAY ORGANIZATION SESSION on the SEVENTH DAY of April, 2011 by the following:

YEAS: Commissioners Basham, Clark-Coleman, Gebhardt, Killeen, Leland, McNamara, Palamara, Parker, Scott, Varga, Ware, Webb, Chairman Woronchak, Vice-Chair Bell, Vice-Chair Pro Tempore Cox - 15

NAYS: None

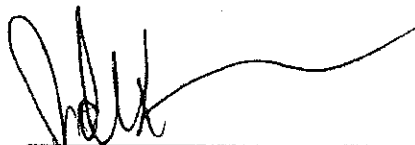
NOT VOTING: None

ABSTAIN: None

EXCUSED: None

I further certify that the attached Resolution is a true, correct, and complete transcript of the original of said Resolution appearing on file and of record in my office and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Wayne this 7th day of April, 2011 A.D.



JOHN PFEIFFER
ACTING CLERK OF THE COMMISSION
CHARTER COUNTY OF WAYNE, MI

RESOLUTION

No. 2011-116

By Commissioner Basham and Co-sponsored by Commissioners Palamara and Varga

RESOLVED, by the Wayne County Commission this 7th day of April, 2011 that approval be, and is hereby, granted authorizing a Amendment No. 1 to a Downriver Community Conference Brownstown Consortium sub-grant agreement in the amount of \$300,000 for remediation funding for the Detroit River International Wildlife Refuge Gateway site in Trenton, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the amendment is from April 7, 2011 through October 1, 2011 and the revenue from the amendment will be deposited into Account No. 208 44935 529000 (Parks-Millage Capital Improv); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned amendment on behalf of the Charter County of Wayne.

[Amendment No. 1 on File]

(2011-60-012)

Detroit River International Wildlife Refuge

February 8, 2011

To: Paula Boase, Downriver Community Conference

From: John Hartig, Detroit River International Wildlife Refuge
Allison Krueger, Landscape Designer

The Wayne County Refuge Gateway site occupies approximately 44 acres along the lower Detroit River located in the City of Trenton, Wayne County, Michigan (5437 West Jefferson Avenue). The legal tax identification number of the site is 54-02-699-000-2. The site is currently being redeveloped into a gateway to the Detroit River International Wildlife Refuge (DRIWR). The site lies adjacent to the Humbug Marsh Unit of the DRIWR and will, in the future, house the Visitor's Center for the DRIWR and function as a educational and welcome center for the public to learn about our region's natural resources and explore the adjacent 410-acre Humbug Marsh.

The Refuge Gateway is a former automobile manufacturing site and current brownfield site that is undergoing additional brownfield cleanup and habitat restoration to meet human health and wildlife standards. Approximately 40% of the site is now capped and restored, and the next phase of brownfield cleanup and habitat restoration will begin in 2011.

During project planning for Refuge Gateway shoreline restoration and a second road, it was determined that areas to the south of the Shoreline Access and Habitat Restoration Project contained petroleum residues. Upon discovering petroleum residue, design plans were altered to enhance the existing cap on site. In order to obtain the end use goals associated with this site, including cleaning the site to meet wildlife standards and public use along the Detroit River, the existing brownfield cap needs to be enhanced by increasing the depth of clean fill in areas containing the petroleum residue. Evidence of petroleum residues in the southern section of the Refuge Gateway is found from soil borings taken for an environmental assessment produced in 2005 by CDM, an environmental consultation firm.

To support the proper cap enhancement needed in areas with petroleum residue, we are requesting a waiver to the existing project. To properly remediate and address the petroleum residue, the project will need to increase the original expectations of earthwork needed to install and construct a soil cap exposure barrier that will support end use goals. We will need to increase the area requiring capping to extend to the southern boundary of the Refuge Gateway site. Additional funding will be needed for cap enhancement and the original project boundaries will need to be altered to reflect the area with petroleum residue.

The area discovered with petroleum residue lies to the south of the Shoreline Access and Habitat Restoration Project that is currently being funded by a U.S. EPA

Brownfield Cleanup Grant, with grant administration from the Downriver Community Conference.

Statement of End Use Related to Brownfield Cleanup at Wayne County's Refuge Gateway

The Detroit River and western Lake Erie form a unique linkage between the upper Great Lakes and the lower Great Lakes. Stretching along 48 miles of Detroit River and western Lake Erie is a unique necklace of island, coastal wetland, shoal, and upland habitats that make up the DRIWR. Since the creation of the DRIWR in December 2001, it has grown from 300 acres to over 5,700 acres in 2010. This DRIWR growth has been accomplished by unique public-private partnerships for conservation, sustainability, and close-to-home outdoor recreation. Indeed, this region is rapidly gaining an international reputation for public-private partnerships that protect wildlife, provide exceptional outdoor recreational opportunities, enhance ecotourism, and help businesses attract and retain the next generation of employees.

Each National Park and most National Wildlife Refuges have a visitor center and DRIWR will be no exception. The visitor center will be built on Wayne County's 44-acre Refuge Gateway in Trenton, Michigan. It is a brownfield site that is being restored as the "gateway" to the DRIWR. Immediately adjacent to the Refuge Gateway is Humbug Marsh – the last mile of natural shoreline on the U.S. mainland of the Detroit River. Humbug Marsh is truly unique with an old growth oak-hickory forest with oak trees nearly six foot in diameter. Humbug Marsh also is a spawning and nursery grounds for yellow perch, a critical staging area for waterfowl, and a nationally recognized area for hawk migrations. In addition, Humbug Marsh has threatened species like the Eastern Fox Snake, special concern dragonfly species like Russet-Tipped Clubtails and Elusive Clubtails, threatened bird species like Osprey and Red-Shouldered Hawk, and, of course, our national symbol – the Bald Eagle. Humbug Marsh was designated Michigan's first Wetland of International Importance under the International Ramsar Convention in 2010.

The Visitor Center will be a LEED-certified (Leadership in Energy and Environmental Design) building – one of the first of its kind in Michigan. Everything that is seen and done in the building will teach people about living sustainably. Tenants in the building will include: U.S. Fish and Wildlife Service, Wayne County Parks, Wayne County Community College, International Wildlife Refuge Alliance, Detroit Audubon, Michigan Sea Grant, Friends of the Detroit River. It is specifically designed as a center of integration for sustainability and as a Visitor Center for environmental education and natural resource interpretation. The Great Lakes school ship will dock there and make use of the river and refuge as a living laboratory for children. School children from Detroit, Downriver, and all of southeast Michigan will regularly come to the Refuge

Gateway for day-long field trips. Wayne County Community College has committed to providing the funding for a classroom and laboratory for university classes. Children and families will be able to walk out of the Visitor Center and enter Humbug Marsh, walk interpretive trails, stop at learning stations, visit observation decks and an outdoor classroom, and much more. In addition, a fishing pier will be constructed to provide for shore fishing for trophy walleye. Detroit River and western Lake Erie are the "walleye capital of the world" and the Refuge Gateway fishing pier will allow children and families who do not have a boat to get a world-class fishing experience. Also, a kayak landing will be constructed at the Refuge Gateway to offer exceptional kayaking through the DRIWR and along the Detroit Heritage River Water Trail.

Amendment 1

Project Budget: \$300,000

The estimated costs for implementation of the selected environmental response actions are summarized below:

1. Engineering and project management: \$20,000
2. Transportation of Clean Soil from Shoreline Restoration and existing stockpiles: \$60,000
3. Installation and construction of soil cap exposure barrier improvements: \$220,000

TOTAL ESTIMATED COST: \$300,000

This project will result in 5 acres of public lands and restored wildlife habitat lands through environmental response actions.

In order to obtain the end use goals associated with this site, including cleaning the site to meet wildlife standards for land use and restoring coastal buffer habitat along the Detroit River, the existing brownfield cap needs to be strengthened by increasing the depth of clean fill in areas containing petroleum residue.

Detroit River International Wildlife Refuge

February 8, 2011

To: Paula Boase, Downriver Community Conference

From: John Hartig, Detroit River International Wildlife Refuge
Allison Krueger, Landscape Designer

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Paula Boase

From: Gifford.Michael@epamail.epa.gov
Sent: Friday, February 18, 2011 4:24 PM
To: Paula Boase
Subject: Fw: Re: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

Attachments: DCC Refuge Gateway3 Waiver Request Feb 2011.doc

Paula, good to go. Note the added text from David Lloyd regarding the merits of this project. Have a good weekend.

Mike Gifford

Brownfield Project Manager

U.S. EPA Region 5

77 W. Jackson Blvd. SB-7J

Chicago, IL 60604

phone: 312-886-7257

fax: 312-697-2078

-----Forwarded by Michael Gifford/R5/USEPA/US on 02/18/2011 03:21PM -----

To: Michael Gifford/R5/USEPA/US@EPA
From: Megan Quinn/DC/USEPA/US
Date: 02/18/2011 03:02PM
Subject: Fw: Re: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

The request is approved.

-----Forwarded by Megan Quinn/DC/USEPA/US on 02/18/2011 04:01PM -----

To: Megan Quinn/DC/USEPA/US@EPA
From: DavidR Lloyd/DC/USEPA/US
Date: 02/18/2011 11:58AM
Cc: Debi Morey/DC/USEPA/US@EPA, cooper.gailann@epa.gov, Ann Carroll/DC/USEPA/US@EPA, Stacy Swartwood/DC/USEPA/US@EPA, Becky Brooks/DC/USEPA/US@EPA
Subject: Re: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

Megan - this request is approved.

This is a good project. I'm copy Ann Carroll and Stacy Swartwood and Becky as an FYI. Ann, can you touch base with the Region 5 PO for this (I think its Mike Gifford) and ask/alert them that we want to use this as another example of our support for the America's Great Outdoors initiative. Also, may be a good project to list under the Urban Waters Initiative (don't know how Urban this is). Thanks Dave

-----Megan Quinn/DC/USEPA/US wrote: -----

To: DavidR Lloyd/DC/USEPA/US@EPA
From: Megan Quinn/DC/USEPA/US
Date: 02/18/2011 09:32AM
Cc: Debi Morey/DC/USEPA/US@EPA, cooper.gailann@epa.gov
Subject: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

Dave - attached is a subgrant waiver request from Downriver Community Conference.

Recipient/Project: Wayne County (MI) / Gateway to the Detroit River

2/23/2011

International Wildlife Refuge (Visitors Center)

Amount of subgrant: \$300,000

Purpose: To support the proper cap enhancement needed in areas with petroleum residue. Additional petroleum contamination was recently discovered at the site.

BF Goal tie/Regional Support: A new visitor center built on the cleaned up site will be LEED certified and will be an environmental/sustainability learning center for visitors to the refuge.

Please let me know if you need additional information.

-----Forwarded by Megan Quinn/DC/USEPA/US on 02/18/2011 09:15AM -----

To: Megan Quinn/DC/USEPA/US@EPA
From: Michael Gifford/R5/USEPA/US
Date: 02/17/2011 02:12PM
Cc: Joseph Dufficy/R5/USEPA/US@EPA
Subject: Fw: Request for waiver

Megan, Downriver Community Conference (DCC) is requesting a waiver of the \$200K limit per site for the Gateway to the Detroit River International Wildlife Refuge property. Just to clarify, the property is not under the jurisdiction, custody or control of the U.S. government. The property is, and will remain under the control of Wayne County. The attachment provides a good overview of the project and the basis for the waiver request from DCC which is the recent discovery of additional petroleum contamination during the planning process. DCC had previously awarded a \$200K subgrant for the property and the additional \$300K is needed to address the petroleum contamination. This is the type of project and end use for which a subgrant is appropriate and the Region supports the waiver request by DCC. If you have any questions or need additional information, let me know. Thanks

Mike Gifford
Brownfield Project Manager
U.S. EPA Region 5
77 W. Jackson Blvd. SB-7J
Chicago, IL 60604
phone: 312-886-7257
fax: 312-697-2078

----- Forwarded by Michael Gifford/R5/USEPA/US on 02/17/2011 11:09 AM -----

From: "Paula Boase" <Paula.Boase@dccwf.org>
To: Michael Gifford/R5/USEPA/US@EPA
Date: 02/08/2011 02:50 PM
Subject: Request for waiver

Mike, I am requesting a waiver on the sub grant for the International Wildlife refuge. We are asking for a \$300,000 increase to the existing \$200,000. During the work being done it was discovered that there was petroleum contamination on the site. Attached you will find a description of the challenge and what needs to be done to provide the required clean up. Please advise.

(See attached file: DCC Refuge Gateway3 Waiver Request Feb 2011.doc)

Paula Boase

Director of Economic Development

15100 Northline Road • Southgate, Michigan 48195

(734) 362-3477 • Fax: (734) 281-6661

e-mail: Paula.Boase@dccwf.org

Paula Boase

Program Director

Downriver Community Conference

15100 Northline Rd.

Southgate, MI 48195

Email: Paula.Boase@dccwf.org

Direct: 734-362-3477

Fax: 734-281-6661

Website: www.dccwf.org

CONFIDENTIALITY NOTE:

The above information is intended for the addressee and may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

Although this e-mail and any attachments are believed to be free of any virus or other defect, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by us for any loss or damage arising in any way from its unauthorized modification or use. [attachment "DCC Refuge Gateway Waiver Request Feb 2011.doc" deleted by Michael Gifford/R5/USEPA/US]

Paula Boase

From: Gifford.Michael@epamail.epa.gov
Sent: Friday, February 18, 2011 4:24 PM
To: Paula Boase
Subject: Fw: Re: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

Attachments: DCC Refuge Gateway3 Waiver Request Feb 2011.doc

Paula, good to go. Note the added text from David Lloyd regarding the merits of this project. Have a good weekend.

Mike Gifford
Brownfield Project Manager
U.S. EPA Region 5
77 W. Jackson Blvd. SB-7J
Chicago, IL 60604
phone: 312-886-7257
fax: 312-697-2078

-----Forwarded by Michael Gifford/R5/USEPA/US on 02/18/2011 03:21PM -----

To: Michael Gifford/R5/USEPA/US@EPA
From: Megan Quinn/DC/USEPA/US
Date: 02/18/2011 03:02PM
Subject: Fw: Re: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

The request is approved.

-----Forwarded by Megan Quinn/DC/USEPA/US on 02/18/2011 04:01PM -----

To: Megan Quinn/DC/USEPA/US@EPA
From: DavidR Lloyd/DC/USEPA/US
Date: 02/18/2011 11:58AM
Cc: Debi Morey/DC/USEPA/US@EPA, cooper.gailann@epa.gov, Ann Carroll/DC/USEPA/US@EPA, Stacy Swartwood/DC/USEPA/US@EPA, Becky Brooks/DC/USEPA/US@EPA
Subject: Re: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

Megan - this request is approved.

This is a good project. I'm copy Ann Carroll and Stacy Swartwood and Becky as an FYI. Ann, can you touch base with the Region 5 PO for this (I think its Mike Gifford) and ask/alert them that we want to use this as another example of our support for the America's Great Outdoors initiative. Also, may be a good project to list under the Urban Waters Initiative (don't know how Urban this is). Thanks Dave

-----Megan Quinn/DC/USEPA/US wrote: -----

To: DavidR Lloyd/DC/USEPA/US@EPA
From: Megan Quinn/DC/USEPA/US
Date: 02/18/2011 09:32AM
Cc: Debi Morey/DC/USEPA/US@EPA, cooper.gailann@epa.gov
Subject: FOR APPROVAL: Subgrant Waiver for Downriver Com. Conf.

Dave - attached is a subgrant waiver request from Downriver Community Conference.

Recipient/Project: Wayne County (MI) / Gateway to the Detroit River

2/23/2011



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT
LANSING



February 11, 2011

Ms. Paula Boase
Director of Economic Development
Downriver Community Conference
15100 Northline Road
Southgate, Michigan 48195

Dear Ms. Boase:

SUBJECT: Petroleum Eligibility Determination for the Detroit River International Wildlife
Refuge Gateway Visitor Center, Taylor, Michigan

This letter acknowledges that the Downriver Community Conference Brownfield Coalition (DCCBC) notified the Department of Natural Resources and Environment (DNRE), Remediation Division, of its plans to make a subgrant to Wayne County from the conference's EPA Revolving Loan Fund to perform eligible environmental response actions at the above referenced site.

The DCCBC, with information regarding the partially petroleum contaminated site and property ownership, requested that the DNRE make the necessary determination on eligibility for brownfield funding. Based on the information provided, the DNRE has determined:

1. The site, a nine acre parcel of the former Chrysler Trenton Chemical Plant (facility #82000009), located at 5437 West Jefferson is of 'relatively low risk', as compared with other petroleum sites because the site has received an industrial closure from the DNRE. There are no underground storage tanks (USTs) at the property currently, although historically, several USTs and ASTs were in use. The property was formerly a chemical manufacturing plant for various automotive components. The subject property is not being cleaned up using Leaking Underground Storage Tank trust fund monies and is not subject to a response under the Oil Pollution Act.
2. A. The DNRE is not aware that a responsible party has been identified through:
 - (a) a judgment in a court of law or an administrative order issued by an administrative body that would require that party to assess, investigate, or clean up the site; or
 - (b) a filed enforcement action brought by federal or state authorities, or is party to a citizen suit, that would, if successful, require that party to assess, investigate, or clean up the site; or
 - (c) A citizen suit, contribution action or other third party claim brought against the current or immediate past owner for the site that would, if successful,

February 11, 2011

require the assessment, investigation, or clean up of the site.

2. B. The current owner of the property is Wayne County, which purchased the property from Chrysler in 2002 and performed a baseline environmental assessment (BEA). The previous owner, Chrysler Corporation received a limited industrial closure in 1998. Based upon information in the DNRE's environmental site database and from the applicant, it appears that the current and previous owners have taken reasonable steps with regard to stopping any potential petroleum releases, have prevented any threatened future releases of petroleum, and have prevented or limited exposure to any previously released petroleum contamination at the site.
3. The applicant is a volunteer who is not liable for the petroleum contamination because they did not own or operate any petroleum dispensing or storage system at the subject site.
4. The partially petroleum contaminated site is not subject to any order issued under 9003(h) of the Solid Waste Disposal Act.

The information reviewed above is consistent with the determinations set forth in Section 101 (39)(d)(II)(bb) of the Comprehensive Environmental Response, Compensation, and Liability Act. The DNRE finds no reason why the DCCBC cannot use its revolving loan fund to help Wayne County conduct environmental activities to assist in the redevelopment of this property. The project manager for this site is Ms. Patricia Thornton, DNRE Southeast Michigan District, 27700 Donald Court, Warren, Michigan 48902. If you have any questions, feel free to contact me at the number below or by email at smedleyr@michigan.gov.

Sincerely,

Ronald L. Smedley

Ronald L. Smedley
Brownfield Redevelopment Coordinator
Program Support Section
517-373-4805

cc: Michael Gifford, EPA Region 5
Patricia Thornton, DNRE



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT
LANSING



REBECCA A. HUMPHRIES
DIRECTOR

October 7, 2010

Ms. Paula Boase
Director of Economic Development
Downriver Community Conference
15100 Northline Road
Southgate, Michigan 48195

Dear Ms. Boase:

SUBJECT: Petroleum Eligibility Determination for the Port of Monroe Landfill, 10 Acre Parcel, Monroe, Michigan

This letter acknowledges that the Downriver Community Conference Brownfield Consortium (DCCBC) notified the Department of Natural Resources and Environment (DNRE), Remediation Division, of its plans to perform phase two assessment activities at the above referenced site.

The DCCBC, with information regarding the partially petroleum contaminated site and property ownership, requested that the DNRE make the necessary determination on eligibility for brownfield funding. Based on the information provided, the DNRE has determined:

1. The site, a 10 acre parcel split from the larger Port of Monroe Landfill (facility ID#58000017), located on Plum Creek between I-75 and East Front Street, is of 'relatively low risk', as compared with other petroleum only sites because there are no underground storage tanks (USTs) listed as in use at the property. The property has a history of use as an industrial waste dump site since the 1940s, and is impacted by several contaminants including petroleum products. The subject property is not being cleaned up using LUST trust fund monies and is not subject to a response under the Oil Pollution Act.
2. A. The DNRE is **aware** that a responsible party has been identified through:
 - (a) a judgment in a court of law or an administrative order issued by an administrative body that would require that party to assess, investigate, or clean up the site; or
 - (b) a filed enforcement action brought by federal or state authorities, or is party to a citizen suit, that would, if successful, require that party to assess, investigate, or clean up the site; or
 - (c) A citizen suit, contribution action or other third party claim brought against the current or immediate past owner for the site that would, if successful, require the assessment, investigation, or clean up of the site.

October 7, 2010

2. B. According to information from the applicant, the current owner of the subject property is Great Lakes Towers which conducted a baseline environmental assessment (BEA #P201001046JK). Previous owners of the property included MACSTEEL Monroe Inc. which also conducted a BEA (P200300491JK) and the Port of Monroe. The Port of Monroe entered into a Consent Decree and Covenant Not to Sue with the department in 1994. The current and previous owners appear to be taking reasonable steps with regard to stopping any potential petroleum releases, have prevented any threatened future releases of petroleum, and may have prevented or limited exposure to any previously released petroleum contamination at the site. Should additional contamination be discovered it may be the responsibility of the previous owners to address under one or more parts of the Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended.
3. The applicant is a volunteer who is not liable for the petroleum contamination because they did not own or operate any petroleum dispensing or storage system at the subject site.
4. The partially petroleum contaminated site is not subject to any order issued under 9003(h) of the Solid Waste Disposal Act.

The information reviewed above is consistent with the determinations set forth in Section 101 (39)(d)(II)(bb) of the Comprehensive Environmental Response, Compensation, and Liability Act. The DNRE finds no reason why the DCCBC cannot perform the phase two assessment activities, splitting the cost between their Hazardous Substances and Petroleum assessment grants, in order to assist in the redevelopment of this property and requests the DCCBC to submit its reports and findings to the Remediation Division Supervisor, DNRE Jackson District Office, 301 E. Louis Glick Highway, Jackson Michigan 49201. If you have any questions, feel free to contact me at the number below or by email at smedleyr@michigan.gov.

Sincerely,

Ronald L. Smedley

Ronald L. Smedley
Brownfield Redevelopment Coordinator
Program Support Section
Funding and Support Unit
517-373-4805

cc: Michael Gifford, EPA Region 5
Ray Spaulding, DNRE

11/21/2011

**Downriver Community Conference
Amendment 2
To
Brownfields Revolving Loan Fund Sub-Grant Agreement
With the County of Wayne**

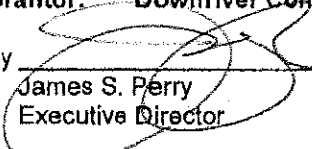
This Agreement Amendment is for the Brownfields Revolving Loan Fund Sub-Grant for 5437 West Jefferson Avenue, Trenton, Michigan 48183 dated June 4th 2009 between the Downriver Community Conference (DCC), 15100 Northline Rd. Southgate, Michigan, 48195 (the Grantor) and the County of Wayne with an address at 5437 West Jefferson Avenue, Trenton, Michigan 48183 (the Grantee). The parties to this amendment in consideration of the mutual covenants and stipulations set out herein agree:

Amendment terms:

1. To increase the sub-grant from \$500,000 to \$1,210,000. The additional funds of \$710,000 will be used to remove hazardous residues. This is necessary to meet wildlife standards and public use along the Detroit River, the existing brownfield cap needs to be enhanced by increasing the depth of clean fill in areas containing the hazardous residue (see attachment A for project description).


This document constitutes the entire amendment to the original Sub-Grant between DCC the grantor, dated June 4, 2009 and then modified April 20, 2011, and the County of Wayne. Any further amendment must be in writing and signed by both parties in order to be effective.

Grantor: **Downriver Community Conference**

X By 
James S. Perry
Executive Director

Date: 2/13/12

Grantor: **Downriver Community Conference Brownfield Consortium**

By 
Tom Russow
Chair

Date: 2-8-12

Grantee: **Wayne County**

By 
Robert A. Nicano
Wayne County Executive

Date: 12-19-10

*Approved as to Form:
Nancy M. Hodge
Assistant Corporation Counsel*

